Book

AGREEMENT NO. 75-348

(Agreement Renewing and Amending Agreement No. 74-118 - Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 1st day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CHERIE SMITH, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. The parties hereto wish to renew and extend Agreement No. 74-118, and amend said agreement to increase the number of hours to be worked by CONTRACTOR.

AGREEMENTS:

1. Paragraph 3 on page 2 of Agreement No. 74-118 is hereby amended to read as follows:

   3. For said services, CONTRACTOR shall be paid the sum of TEN ($10) DOLLARS per hour for a maximum of 80 hours per month. Said payments shall be made by COUNTY to CONTRACTOR upon submission of a claim to COUNTY detailing hours worked to date of claim, countersigned and approved by the Health Officer of COUNTY.

2. All other provisions of said Agreement No. 74-118 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said agreement for the term hereof.

3. The term of this renewing agreement shall be from the first day of July 1975, until the 30th day of June, 1976.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A Maraland
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

Cherie Smith
CHERIE SMITH - CONTRACTOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RECEIVED
DEC 13 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
DEC 15 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75- 349

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 1st day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DANIEL M. D'AMICO, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and orthopedic surgeon.
2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician and orthopedic surgeon.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training, specialty, and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, out-patients, and emergency patients of COUNTY at Yolo General Hospital. The staff time of PHYSICIAN shall include treatment of in-patient, out-patient, and emergency patients, and appropriate follow-up care, as assigned by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY as follows:
   A. To pay PHYSICIAN for services rendered at the Medi-Cal rates which are in effect as of the date of rendering of said services, and which are applicable to the services rendered, less the amount of insurance premiums paid by COUNTY as hereinafter specified.

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B. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render the professional services which are the subject of this agreement during the performance of this agreement and at no other time; said insurance to have policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate. Premiums for said malpractice insurance shall be deducted from the monetary compensation due to PHYSICIAN from COUNTY pursuant to Paragraph A above, utilizing the following formula: The amount of insurance premiums deducted pursuant to this paragraph shall be determined by dividing the base full time insurance premium equivalent for one full time physician under the terms of the COUNTY's malpractice insurance policy by the fractional percentage of full time service which PHYSICIAN has rendered during the applicable pay period. By way of example, if PHYSICIAN works one-half the number of hours that a full time County staff physician works during the applicable pay period, the monetary compensation due PHYSICIAN shall be deducted by the sum which is equivalent to one-half the proportion of insurance premium which is allocable to one full time physician for the pay period in question.

C. Said compensation shall be paid by COUNTY to PHYSICIAN upon submission by PHYSICIAN to the Medical Director of a claim detailing the time spent in services rendered, using the appropriate Medi-Cal designation for said services. The Medical Director shall enter on said claim the appropriate insurance premium deduction pursuant to Paragraph B. hereof, and if otherwise appropriate, shall approve the same for payment by the County Auditor.

/////

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on December 1st, 1975, and shall terminate on June 30th, 1976; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty calendar days before the date of termination.

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B. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

C. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

D. IT IS AGREED and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an

independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

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As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

E. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

/////

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

_____
DANIEL M. D'AMICO, M.D.

Book

RECEIVED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

YOLO COUNTY AGREEMENT NO. 75-350

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By Deputy

JOINT EXERCISE OF POWERS AGREEMENT - AMENDMENT

THIS AGREEMENT dated this 18th day of November, 1975, by and between the CITY OF SACRAMENTO, a municipal corporation, COUNTY OF YOLO, a political subdivision of the State of California, and COUNTY OF SACRAMENTO, a political subdivision of the State of California,

W I T N E S S E T H:

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City Agreement No. 75-151

RECITALS:

1. The parties hereto have exercised a joint exercise of powers agreement dated March 29th, 1974, creating the Sacramento-Yolo Manpower Agency.
2. Said agreement was extended on January 20th, 1975, by mutual agreement of the parties.
3. The parties hereto desire to amend the joint exercise of powers agreement and the extension as hereinafter specified.

AGREEMENTS:

1. Paragraph 1 of said Joint Exercise of Powers Agreement is hereby amended to read as follows:

   1. JOINT POWERS AGENCY. There is hereby created a SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, hereinafter referred to as Joint Powers Agency, composed of the governmental entities, City of Sacramento, County of Yolo and County of Sacramento.

2. In all other respects, the Joint Exercise of Powers Agreement dated March 29th, 1974, and the renewal thereof dated January 20th, 1975, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by the proper officer thereunto duly authorized and their official seals to be hereto

affixed as of the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

BY Sandra R. Smoley
CHAIRMAN OF THE BOARD OF SUPERVISORS
75-1229

ATTEST:

Betty L. Foster

(SEAL)

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. KEHOAN, CLERK

BY Peter E. Lucas
DEPUTY

(SEAL)

CITY OF SACRAMENTO, a municipal corporation

BY Phillip L. Isenberg
MAYOR

ATTEST:

Jane Pappas
CITY CLERK

(SEAL)

AGREEMENT NO. 75- 351

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 8th day of Dec., 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and

LEGAL CENTER FOR THE ELDERLY

hereinafter called RECIPIENT,

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including provision of social services for the elderly (31 CFR § 51.31 (a)(1)(vii)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Goverment Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of THIRTY FOUR THOUSAND FIVE HUNDRED AND NO/100 ($34,500.00)

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

Amended by Minute Order No 76-16

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit D, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

RECIPIENT:

BY _____

SUMMARY OF PROPOSAL & BUDGET STATEMENT

1975/76 Funding Grant $ 34,500

ORGANIZATION: LEGAL CENTER FOR THE ELDERLY

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: To provide legal services to indigent senior citizens residing in Yolo County.

MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW: Number of clients served.

BUDGET DETAIL:

BUDGET CATEGORY	BUDGET AMOUNT
SALARIES	$ 24,898
BENEFITS	2,261
OTHER GOODS	1,138
SERVICES & LEASES	2,518
MAINTENANCE & UTILITIES	1,606
TRANSPORTATION & TRAVEL	2,079
STAFF TRAINING	
CAPITAL OUTLAY:	
Item 1	
Item 2	
Item 3	
Item 4	
Item 5	
TOTAL BUDGET	$ 34,500

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS: DUANE EINHORN

PERSON'S TITLE IN THE AGENCY: Administrative Assistant, Legal Aid Society of Sacramento

AGENCY ADDRESS & PHONE NUMBER: 1235 H Street

Phone: 444-6760 Sacramento, CA 95814

NON-PROFIT AGENCY STATUS: The Legal Center for the Elderly is an accounting element of the Legal Aid Society, a non-profit corporation.

LICENSES TO OPERATE: Attorney licensed by the California State Bar.

INSURANCE BROKER NAME AND AGENCY: Erle W. Grigg of Jones, Brazil & Hullin, libel and general liability insurance, automobile and mal-practice.

Exhibit "A"

I

PURPOSE OF REVENUE SHARING GRANT.

The revenue sharing funds will be used to pay the staff salaries and non-personnel support cost of the Woodland office of the Legal Center for the Elderly.

II

DESCRIPTION OF PROGRAM.

The Legal Center for the Elderly will provide civil legal services to indigent senior citizens [individuals 60 and over who have incomes less than $275 per month for an individual and $500 per month for a couple,] who reside in Yolo County.

Specifically, an office will be maintained in Woodland, California, at least eight hours a day, five days a week. Additionally, the Legal Center for the Elderly will maintain a variety of rotating outreach locations throughout Yolo County to enable easy access to our services.

III

CLIENTS SERVED.

In order to insure that only those individuals with true economic need benefit from the services provided by the Legal Center for the Elderly, each client will be asked to

identify his or her monthly income, as well as assets; including savings, equity in real property, etc.

IV

EVALUATION.

The Legal Center for the Elderly should be evaluated by quantifying the number and type of clients served which require more than an initial interview. A minimum of thirty new cases a month is suggested.

V

ORGANIZATION.

The Yolo Legal Center for the Elderly is an accounting element of the Yolo-Sacramento Legal Aid Society, a non-profit corporation with a 25-member Board of Directors, and an Executive Director who is delegated the authority for day-to-day operations [Roger Warren].

The Yolo Legal Center for the Elderly employs one Director/Attorney and two paralegals who do client intake, investigation and outreaches.

...ceived from one source exceeds ...ion, the excessive amount taken ... ...ing under paragraph (c)(2) of this ... ...ion shall be reduced to the extent ... ...by reason of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (c)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1972.* In the case of the entitlement period beginning July 1, 1972, the preceding entitlement period for purposes of paragraph (c)(1) of this section shall be treated as being the 1-year period beginning July 1, 1971, or that State's fiscal year which ends prior to June 30, 1972.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which (after any judicial review) shall be finally imposed from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments), Indian tribes, and Alaskan native villages, (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local government; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of these two factors. Any State which provides by law for such a variation in the allocation formulas provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

(b) *Adjustment for maximum per capita entitlement.* If the per capita amount allocated to any county area would exceed 145 percent, or two-thirds of the aggregate amount allocated to the State under section 106 of the Act, divided by the population of that State, the excess amount shall be allocated among the other county areas in the State in proportion to their population, subject to the limitation that no county area shall receive more than 145 percent, or two-thirds of the aggregate amount allocated to the State under section 106 of the Act, divided by the population of that State.

(c) *County area minimum and maximum per capita entitlement.* (1) *In general.* Pursuant to section 108(d)(2) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, or two-thirds of the aggregate amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government other than a county government.*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

funds, etc., list (b) Federal assistance which the Federal government is required to be matched by non-Federal funds, and (c) Federal programs which allow matching from either Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies, to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.32, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt;

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section,

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement fund, for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary that dept it in the general fund of the Treasury an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the final fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(2) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(3) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so found. The amount of entitlement funds thus forfeited by the recipient government shall be reflected in a discovered adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is inequitable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decision of the administrative law judge) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is invoked by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

Book

LAURENCE P. [illegible]
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-352

(Agreement for Use of Certain Land for a Gravel Pit)

THIS AGREEMENT made and entered into this 8th day of December, 1975, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and ALICE E. TORRENCE, ADELAIDE L. CLAAR, and OPAL STEVENS STORKMAN, hereinafter referred to as OWNER,

W I T N E S S E T H:

Micro Fiched

RECITAL:

1. OWNER represents and warrants that they are the owners in fee simple of the lands described in Exhibit "A" attached hereto.

AGREEMENTS:

1. OWNER grants to COUNTY the non-exclusive right at any time and from time to time during the period of this agreement to enter upon, excavate and remove materials from the aforesaid land in such quantities as COUNTY may deem necessary, but not to exceed 100,000 cubic yards per year.
2. OWNER also grants COUNTY the right to erect, operate and maintain on said land, such equipment or plant as may be necessary for handling or sorting the excavated material or manufacturing road building material therefrom, ~~together with the right to use water of~~ any stream to which OWNER has ~~right.~~ The right to remove such equipment or plant is hereby reserved to COUNTY. A.T. A.C. D.S.
3. In full consideration to be given by COUNTY under this agreement, COUNTY shall pay to owner thirty cents ($.30) per cubic yard of material removed from said property. COUNTY shall make such payment on a monthly basis, at the end of the month, with COUNTY furnishing to OWNER a statement with each payment

showing amount of materials removed during that month.

4. OWNER waives any and all claims by reason of the COUNTY not removing the maximum quantities of materials hereinabove stated, it being expressly understood and agreed that COUNTY is not obligated to pay any royalty hereunder, except upon material actually removed from said premises.

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5. The within grant is not and shall not be construed as an agreement for the sale of tangible personal property.

6. COUNTY shall replace, or cause to be replaced, as nearly as reasonably possible, in their original locations, any and all fences which it may find necessary to remove or relocate in securing material or in transporting same after excavation.

7. COUNTY agrees that, excavation shall be contained in the active creek channel and conducted in a workmanlike manner, proceeding so as to avoid any changes in the normal channel of the creek body and/or creek flow. Prior to any substantial winter creek flow, depressions or excavations greater than three feet in depth below the average level of the bottom of the creek shall be filled, and embankments of excavated material shall be reduced to a height of not more than three feet above the average level of the creek bottom.

8. COUNTY agrees that, if it exercises any of the rights and privileges granted herein, then COUNTY agrees to hold OWNER harmless from all claims for injury to persons or damage to property resulting from COUNTY's operations on OWNER's property.

9. The terms of this agreement shall commence on the 1st day of January, 1976 and shall terminate on the 31st day of December, 1976. This agreement may be renewed for a renewal term of one (1) year unless terminated by notice in writing by either party at least thirty (30) days prior to the expiration of the term or renewal term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara A Rodgers
DEPUTY

(SEAL)

OWNERS -

A. C. STEVENS HEIRS

BY Ellen E. Torrence

BY Adelaide L. Clear

BY X Cyril Stevens Storlinson

EXHIBIT "A"

A parcel of land being a portion of the Rancho Rio Jesus Maria, as shown on the record of survey filed in volume 6 of Maps and Surveys at page 34 in the Office of the Recorder of Yolo County, California, said parcel being more fully described as follows:

BEGINNING at a concrete monument marking the centerline of County Road 20 and the West line of Clanton's Willow Oak Park as shown on said record of survey, THE TRUE POINT OF BEGINNING: thence North 10°37'23" East 716.76 feet; thence North 89°56'44" West 848.25 feet; thence South 10°37'23" West 716.76 feet; thence South 35°52'20" West 1,885.52 feet; thence North 85°52'20" West 936.82 feet to a 3 inch brass plate in the east rail of a bridge, marked L. S. 1880; thence continuing North 85°52'20" West 26.93 feet to the east Grant line of the Gordan Grant; thence South 10°37'23" West 2,150 feet more or less along said Grant line to the north right of way line of the Moore Canal; thence northeasterly along said north right of way line to the west line of Clanton's Willow Oak Park; thence North 10°37'23" East 2,250 feet more or less along said west line to the true point of beginning.

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END OF DESCRIPTION

FILED

DEC 21 1975

LAURENCE K. HOLGAN, Clerk

By Barbara Rodgers

YOLO COUNTY AGREEMENT NO. 75-353

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December, 1975, by and between

Bambery Construction

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Remodel Building at 922 Sacramento Avenue

Broderick, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Welfare Department Offices - Building Remodel

(Plan Index No. 615.37-42) (WO #160.14-C)

Approved October 20, 1975 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

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ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within forty-five (45) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

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Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Complete Project	Lump Sum	$46,450.00	$46,450.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: As to form.

Ed Hermes, Deputy
(County Counsel)

COUNTY OF YOLO

Micro Fiched

BY Betsey Marchand
Chairman of the Board of Supervisors
12-24-75

ATTEST:

Laurence P. Henigan, Clerk

By Pete E. Lucas, Deputy

(SEAL)

BY Maurice Bambery

Bambery Construction Co.

2223 Dale Avenue

Sacramento, California 95825

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. #301673.

YOLO COUNTY AGREEMENT NO. 75-154

Department of the Interior
Geological Survey

COOPERATIVE AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

FILED
MAR 2 9 1976
LAURENCE P. HENIGAN, Clerk
By Barbara L. Rodgers
Deputy

Book

MAR 29 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

THIS AGREEMENT is entered into as of the 1st day of December 19 75 by the GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Yolo County

party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a sediment data collection program on Chache Creek, Yolo County

Micro Fiched

hereinafter called the program.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and office work directly related to this program, but excluding any general administrative or accounting work in the office of either party and excluding the cost of publication by either party of the results of the program.

(a) $ 11,000 by the party of the first part during the period
December 1, 1975 to June 30, 1976

11,000

(b) $ 11,000 by the party of the second part during the period
December 1, 1975 to June 30, 1976

(c) Additional amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

3. Expenses incurred in the performance of this program may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement by the party of the second part. Each party shall furnish to the other party such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

4. The field and office work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the progress of the work all operations of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program shall be deposited ultimately in the office of the party of the first part and shall become part of the records of that office. Copies shall be furnished to the party of the second part upon request.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

YOLO COUNTY

By B. L. Merchand

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By

GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

By

(SIGNATURE & TITLE)

ACTING REGIONAL HYDROLOGIST, WESTERN REGION

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

Book

RECEIVED
DEC 2 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
DEC 15 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-355
(Agreement for Providing Certain Inpatient and Outpatient Services)

THIS AGREEMENT made and entered into this 15th day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, herinafter called COUNTY, and SUTTER COMMUNITY HOSPITALS, a non-profit corporation, hereinafter called HOSPITAL.

W I T N E S S E T H:

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RECITALS:

1. COUNTY is desirous of providing outpatient and inpatient psychiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. HOSPITAL represents that it has outpatient and inpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Health and which are in accordance with the applicable sections of Title IX of the California Administration Code, hereinafter called "the Code."
3. HOSPITAL agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by HOSPITAL shall include the following:
   A. HOSPITAL shall provide an outpatient psychiatric clinic, as described in S 542 of the Code, for children through the age of eighteen, or, for children over such age but still attending high school.
   B. HOSPITAL shall provide a psychiatric inpatient service as described in S 541 of the Code for the same categories of children as described in Subsection A above.
   C. HOSPITAL shall provide paychiatric partial hospital service as described in S 543 of the Code, for the same categories of children as described in Subsection A above.

D. HOSPITAL shall provide case-centered psychiatric consultation to employees of COUNTY'S Mental Health Service, hereinafter called SERVICE.

E. The persons served shall be those persons designated by the Program Chief of SERVICE or his designate. No patient shall be entitled to receive services pursuant to this Agreement except with the prior written authorization of COUNTY.

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2. Payment .

A. The rate of compensation for services shall be in accordance with the following agreed-upon rates:

Service	Rate
1. Outpatient psychiatric clinic	
a. Individual Therapy	$38/hr
b. Group Therapy	19/hr
c. Social Work Evaluation	38/hr
2. Psychiatric inpatient service	$106/day + ancillary costs
3. Psychiatric partial hospital service	
a. Full day	$50/day + ancillary costs
b. Half day	30/day + ancillary costs
4. Case-centered psychiatric consultation	$36/hr

B. Such compensation shall be reduced by such amounts HOSPITAL is determined entitled by SERVICE screening to charge to the patient under COUNTY'S Short-Doyle Program eligibility standards, patient's insurance coverage, Medicare program coverage, and Medi-Cal program coverage.

C. COUNTY shall pay such amounts HOSPITAL has charged to patients but which remain uncollected after billing and shown on HOSPITAL'S books six (6) months after the date that the service was rendered; provided, however, that subsequent collections of said amounts received by HOSPITAL thereafter from any source other than COUNTY

shall be credited against any compensation due from COUNTY to HOSPITAL under this or successor agreements.

D. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall be a sum not to exceed NINE THOUSAND DOLLARS ($9,000).

E. Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Director of SERVICE, detailing services rendered and time spent on each category thereof.

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F. HOSPITAL shall maintain full and complete records of services rendered and financed, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

3. Relationship of Parties. The relationship of COUNTY and HOSPITAL is and shall be construed to be that HOSPITAL is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of HOSPITAL an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability. The services to be performed under this Agreement will be performed entirely at HOSPITAL's risk, and HOSPITAL assumes all responsibility for the condition of equipment used in the performance of this Agreement. HOSPITAL shall purchase and maintain, for the duration of this Agreement, a policy of malpractice insurance in the amount of $1,000,000/$1,000,000, specifically designating COUNTY as an insured for all purposes. HOSPITAL agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. HOSPITAL agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibit attached hereto,

fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, deletion or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, the officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreemert which is formally approved and executed by the parties executing this Agreement or their successors in office.

Micro Fiched

7. Term. This Agreement shall commence on July 1, 1975, and terminate June 30, 1976. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements between the parties for psychiatric services.

IN WITHESS WHERBOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty G. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

SUTTER COMMUNITY HOSPITALS, A non-profit Corporation

BY John A. McCarthy
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY C. P. Thomson
PROGRAM CHIEF

EXHIBIT "A"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

Micro Fiched

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED
JAN - 5 1976
LAURENCE P. HENSON, Clerk
By Deputy

AGREEMENT NO. 75-356

(Agreement for Transportation of Handicapped Persons)

THIS AGREEMENT made and entered into this 15TH day of DECEMBER, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the STATE DEPARTMENT OF REHABILITATION, hereinafter referred to as DEPARTMENT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The Rehabilitation Act of 1973 and the Welfare and Insitutions Code, Div. 10, Part 1, Chapter 1, § 19000, provides that the Department of Rehabilitation will assist and encourage handicapped individuals to attain their maximum usefulness and self-sufficiency and make adequate provisions for such services as will enable them to prepare for and engage in gainful employment in order that they may make their full contribution to society.
2. COUNTY provides services to handicapped individuals which will enable them to engage in gainful employment.
3. The delivery of these services by said COUNTY to handicapped individuals requires a Van Vehicle for transportation.
4. It is mutually agreed that there is a need for special transportation for the handicapped within Yolo County.

AGREEMENTS:

1. The Department of Rehabilitation will purchase a Van and convey title to COUNTY which will be the legal and registered owner of the Van.
2. A description of the Van is attached hereto as Exhibit "A", and incorporated herein. Clients shall receive priority on the use

of the Van in connection with attending Yolo Sheltered Workshop.

3. COUNTY agrees to provide one daily (Monday through Friday) scheduled trip during the morning and afternoon hours, between various parts of the County and the Yolo Sheltered Workshop. Client pick-up and delivery points will be established based on special arrangements made with the COUNTY.

Micro Fiched

4. DEPARTMENT agrees to pay COUNTY, on a fee for services basis, ten cents (10¢) per mile per client when the weekly average client use is five (5) or more clients. DEPARTMENT also agrees to pay at the rate of fifteen cents (15¢) per mile per client for less than an average of five (5) clients using the transportation.

5. COUNTY will maintain the Van, insure it, pay cost of every day operating expense and in all respects operate it as one of their vehicles.

6. COUNTY will provide a driver to operate the Van.

7. The Van shall be available for the use of other handicapped persons served by Yolo County Mental Health Services except that the Department of Rehabilitation clients have priority over others for its use.

8. At the end of the Van's useful life, or if COUNTY, for any reason, decides to discontinue using the Van for the use of handicapped persons, COUNTY agrees to convey title of the Van to the State Department of Rehabilitation to be kept or disposed of as the Department of Rehabilitation decides.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year hereinabove set forth.

//////

//////

//////

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE M. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

DEPARTMENT OF REHABILITATION

BY _____
DISTRICT ADMINISTRATOR

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

EXHIBIT A

DESCRIPTION OF VAN

The Department of Rehabilitation will convey to the County registration of a twelve (12) passenger 1974 Plymouth Maxi-Van 360 with air lift and wheelchair tie-downs.

1 ea Van, 12 passenger, Group III, in accordance with the State of California Specification 741-23-03 dated June, 1974, with 360 CID Engine, make Plymouth PB 300 with air conditioner

Micro Fiched

And to be equipped with the following optional equipment:

1 ea To be 127" maxi-van body GF6

Colors: Ext Med Blue 8665
Int Mid Blue

MODIFICATIONS ON 12-PASSENGER MAXI-VAN (PLYMOUTH)
1 Ricon Standard R-20 Lift
2 Wheelchair Tie Downs and seat adjustment
1 Advanced Mobility 12" fiberglass bubbletop

FILED
JAN 30 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-357

(Agreement - Management Information Services Consultant)

THIS AGREEMENT made and entered into this 15th day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and William Greenberg, herein called CONSULTANT.

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has the need for the services of a qualified Program Evaluation Consultant to assist the Yolo County Mental Health Services in the development of an EDP System which incorporates procedures for billing, data collection and reporting, and program evaluation.
2. CONSULTANT hereby represents that he has the education and experience to qualify as a Program Research Consultant.
3. CONSULTANT agrees to perform the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by CONSULTANT shall include the following:
   A. CONSULTANT agrees to conduct a feasibility study on developing a Mental Health Services EDP System to be integrated with the State Short-Doyle and County Auditor-Controller accounting/statistical systems.
   B. CONSULTANT agrees to delineate specifically the data needed for developing a Mental Health Services EDP System for billing, data collection and reporting, and program evaluation.
   C. CONSULTANT agrees to develop a recommended Mental Health Services EDP System which incorporates procedures for billing, data collection and reporting, and program evaluation.
   D. CONSULTANT agrees to submit to Mental Health Services a feasibility report outlining the following:
      1. Benefits (i.e., Cost Effectiveness)

2. Data needed

3. Proposed Mental Health Services EDP System

4. Specific implementation costs (one-time)

5. Specific maintenance costs (on-going)

6. Time table

E. CONSULTANT agrees to implement recommended Mental Health Services EDP System if adopted by the COUNTY based on the feasibility report.

Micro Fiched

F. CONSULTANT shall perform the above stated services in an acceptable manner on the following basis:

1. ALL work must be approved by the Program Chief

2. Services shall be completed in order

3. Services A through D must be completed by January 30, 1976.

4. Services described in E must be completed per the Feasibility Report Time Table .

2. Payment

A. CONSULTANT shall be paid the sum of TWELVE HUNDRED DOLLARS ($1,200) for the feasibility services (A through D) as follows:

1. $1,200 upon acceptance of feasibility report to be completed no later than January 30, 1976.

B. CONSULTANT shall be paid the sum established by the COUNTY for implementing the recommended Mental Health Services EDP System when adopted.

C. Said payment shall be made by COUNTY to CONSULTANT only upon submission of a monthly claim together with a progress report to COUNTY countersigned and approved by the Mental Health Services' Program Chief.

3. Relationship of Parties. CONSULTANT is not an agent or employee of COUNTY for any purpose, but an independent contractor. It is further understood that CONSULTANT is free to contract for similar services to be performed for others while he is under contract with COUNTY.

4. Liability. CONSULTANT agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising in any way out of the performance of this Agreement.

5. Term. The term of this Agreement is from December 15, 1975, until the completion of the services to be performed.

Micro Fiched

6. Termination. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination or upon completion of the contract, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bailey C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
1-19-76

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

William Greenberg
CONSULTANT

MENTAL HEALTH SERVICES

BY C. P. Thomson
PROGRAM CHIEF

Book

RECEIVED
JAN 15 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-358

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JAN 15 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name
Yolo County Housing Authority

Address
P. O. Box 57

Micro Etched

City
Woodland, CA 95695

Phone:
(916) 662-7043

Program Director
D. Ross Parker, Executive Director

Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-201 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase ~~decrease~~ of $ 21,098.

2. The grant period originally starting on 8/1/75 and ending on 6/30/76 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

YOLO COUNTY HOUSING AUTHORITY
(Legal Name of Sub-Grantee)

D. Ross Parker
(Signature of Authorized Officer)

D. ROSS PARKER, EXECUTIVE DIRECTOR
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Gale E. Lucas DEPUTY

(SEAL)

SY-52

January 1, 1976

Listing of Positions

CETA TITLE VI

Yolo County Housing Authority

	Positions	Salary & Benefits
One	Maintenance Mechanic I (8/1/75 - 6/30/76)	$ 10,392
One	Maintenance Mechanic I (8/1/75 - 6/30/76)	10,392
One	Maintenance Mechanic I (1/1/76 - 6/30/76)	5,388
One	Maintenance Mechanic I (1/1/76 - 6/30/76)	5,388
One	Secretary/Receptionist (1/1/76 - 6/30/76)	4,212
One	Planner (1/1/76 - 6/30/76)	6,110
Six	TOTAL THIS CONTRACT	$ 41,882
	Less: Contract No. 75-201	$ 20,784
	Increase this Modification	$ 21,098

Micro Fiched

RECEIVED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75- 359

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name	University of California at Davis
Address	
City	Phone:
Davis, CA 95616	(916) 752-6660 Micro Fiched
Program Director	Date of Modification
Larry Hoover, Manpower Coordinator	

The Sub-Grant between the parties, Yolo County Agreement No. 75-204 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ decrease of $ -0- .

2. The grant period originally starting on 8/1/75 and ending on 6/30/76 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

(Legal Name of Sub-Grantee)

Barbara L. Stadtman

(Signature of Authorized Officer)

(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

SX-52

(SEAL)

December 1, 1975

Listing of Positions

CETA TITLE VI

University of California, Davis

Positions		Salary & Benefits
Three	Principal Clerks (8/1/75 - 6/30/76)	$ 26,475
Three	Senior Typist Clerks (8/1/75 - 6/30/76)	22,896
Eleven	Typist Clerks (8/1/75 - 6/30/76)	82,561
One	SRA I (8/1/75 - 6/30/76)	10,354
Eight	Lab Assistants I (8/1/75 - 6/30/76)	62,448
One	Laborer (8/1/75 - 6/30/76)	8,278
One	Program Representative (8/1/75 - 6/30/76)	10,205
One	Animal Caretaker (8/1/75 - 6/30/76)	7,806
One	Assistant Storekeeper (8/1/75 - 6/30/76)	7,806
One	Bldg. Maintenance Worker (8/1/75 - 6/30/76)	8,825
One	Museum Preparator (8/1/75 - 6/30/76)	6,281
One	Groundskeeper (8/1/75 - 6/30/76)	8,825
One	Storekeeper (12/1/75 - 6/30/76)	5,758
One	Program Representative (1/1/76 - 6/30/76)	5,566
One	Principal Typist Clerk (1/1/76 - 6/30/76)	4,813
Thirty-six	TOTAL THIS CONTRACT	$278,897
	Less Contract 75-204	$278,897
	Increase this Modification	-0-

Micro Fiched

RECEIVED
BK
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-360

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE II

FILED
JAN - 5 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name
KVIE Channel 6

Address
2480 Garden Highway

Micro Fiched

City
Sacramento, CA 95801

Phone:
929-5843

Program Director
Leonard Down, Business Manager

Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-295 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase / decrease of $ 2,880.00 .

2. The grant period originally starting on October 1, 1975 and ending on June 30, 1976 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

Central California Educational Televisio
dba KVIE
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

X _____
Executive Vice President and General Manager
(Signature of Authorized Officer)

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

(Typed Name & Title of Authorized Officer)

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

SX-52

January 1, 1976

POSITION LISTING

CETA Title II

KVIE Channel 6

Position	Salary & Benefits
One Production Assistant	6921
One Janitor/Shipping Clerk (1/1/76 - 6/30/76)	2880
TOTAL THIS CONTRACT	9801
LESS CONTRACT 75-295	6921
INCREASE THIS MODIFICATION	2880

Micro Fiched

IGA/OWD.1975/76
CIR
County of Yolo
Noise Element
3973/TA-2b

AGREEMENT NO. 75-361

THIS AGREEMENT, entered into as of this 16th day of October, 1975, by and between the COUNTY OF YOLO (herein called "YOLO COUNTY") and the SACRAMENTO REGIONAL AREA PLANNING COMMISSION (herein called "COMMISSION").

W I T N E S S E T H:

Micro Fiched

WHEREAS, the County of Yolo desires to develop, implement and annually update a Comprehensive Noise Element which conforms to State Planning Law; and

WHEREAS, Federal funds from the Department of Housing and Urban Development (HUD) and administered by the California Council on Intergovernmental Relations are available to assist YOLO COUNTY in the development of such a Comprehensive Noise Element; and

WHEREAS, COMMISSION serves as fiscal agent for HUD and FHWA in providing funds for such purposes; and

WHEREAS, YOLO COUNTY, as set forth herein, has agreed to account for and disburse the Federal funds and to be responsible to COMMISSION for the completion of the services set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to provide Federal funds so that YOLO COUNTY can proceed to develop data and an adopted Noise Element which conforms in all respects to the requirements of current State Planning Laws.

2. Scope of Services and End Products. YOLO COUNTY agrees, as hereinafter provided, to perform the following services:

(a) Prepare detailed technical data necessary for the development of a Noise Element;

FILED
DEC 15 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodriguez
Deputy

(b) Develop a Comprehensive Noise Element consisting of a survey of existing noise conditions, sound level standards by land use category, standards and criteria for noise emissions from transportation facilities and fixed sources, general policies, and an implementation program; Micro Fiched

The COMMISSION agrees, as hereinafter provided, to perform the following services:

(a) Carry out the activities necessary to secure Federal funding for this project by YOLO COUNTY:

(b) Review the services, reports and end products prepared by YOLO COUNTY or its Sub-Contractor for consistency with this Agreement and, where appropriate, with State Planning Laws.

At the conclusion of the work activities, YOLO COUNTY shall have provided for:

(a) A volume of technical data;

(b) 10 copies of a draft Noise Element suitable for adoption.

3. Schedule for Performance. Services of YOLO COUNTY shall begin December 15, 1975, and include those services, reports and end products related to the Noise Element as specified under Section 2 of this contract. All services, reports and end products shall be completed by June 30, 1976.

Services of the COMMISSION shall begin December 15, 1975. All services and reports shall be due by the COMMISSION prior to June 30, 1976.

4. The Grant. In order to assist YOLO COUNTY in financing the costs of meeting the purpose of this Agreement and in providing the end products, which costs are estimated to be TWELVE THOUSAND AND NO/100THS ($12,000.00) DOLLARS, COMMISSION will grant to YOLO COUNTY from funds received from the Federal Government for this purpose, the total amount of THREE THOUSAND

FOUR HUNDRED AND NO/100THS ($3,400.00) DOLLARS. A matching amount of inkind services of EIGHT THOUSAND SIX HUNDRED AND NO/100THS ($8,600.00) DOLLARS shall be provided by YOLO COUNTY.

5. Compensation to Federal Government, Commission. COMMISSION shall be compensated by YOLO COUNTY in the amount of THREE HUNDRED AND NO/100THS ($300.00) DOLLARS for the former's expenses in administering this Agreement and said amount shall be withheld from the initial payment from COMMISSION to YOLO COUNTY.

Micro Fiche

6. Accounting Procedures. YOLO COUNTY shall account for all services and funds as provided in Part "C".

7. Payment of Cash Grant. The total cash grant shall be THREE THOUSAND FOUR HUNDRED AND NO/100THS ($3,400.00) DOLLARS, less the fixed fee and administrative costs set forth in paragraph 5. Cash grant payments shall be paid as indicated in Part "C".

8. Reports. YOLO COUNTY shall submit to COMMISSION in a form satisfactory to the Executive Director of COMMISSION the following reports:

(a) Quarterly narrative progress reports generally indicating the status of the program. Reports shall be due not later than December 31, 1975, and March 31, 1976.

(b) Final summary report. A final summary report in letter form generally indicating the work performed pursuant to this Agreement. The report shall be due not later than June 30, 1976.

9. Sub-Contracting. It is understood and agreed that if YOLO COUNTY sub-contracts part of the work to be performed under the terms of this Agreement, the COMMISSION, through its Executive Director, shall first approve the selection of any sub-contractor hired by YOLO COUNTY to perform any work under this Agreement.

10. Exhibits "A", "B", and "C". It shall be expressly understood and agreed that the provisions set forth in Parts "A", "B", and "C" are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first above written.

Micro Fiched

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

By: _____
GEORGE R. MC FEELY, CHAIRPERSON

COUNTY OF YOLO

By: _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

PART "A"

TO

AGREEMENT between the SACRAMENTO REGIONAL AREA

PLANNING COMMISSION and the COUNTY OF YOLO

1. Changes. The Commission may, from time to time, require changes in the scope of the services of Yolo County to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation, which are mutually agreed upon by and between the Commission and Yolo County, shall be incorporated in written amendments to this Agreement.

Micro Fiched

2. Termination of Agreement for Cause. If, through any cause, Yolo County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if Yolo County shall violate any of the covenants, agreements or stipulations of this Agreement, Commission shall thereupon have the right to terminate this Agreement by giving written notice to Yolo County of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Yolo County shall, at the option of the Commission, become its property, and Yolo County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Yolo County shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of any breach of the Agreement by Yolo County and the Commission may withhold any payments to Yolo County for the purpose of set-off until such time as the exact amount of damages due the Commission from Yolo County is determined.

3. Termination for Convenience of Commission. The Commission may ter-

minate this Agreement at any time by giving written notice to Yolo County of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 2 of Part "A" hereof shall, at the option of the Commission, become its property. If the Agreement is terminated by the Commission as provided herein, Yolo County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, Yolo County shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by them during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of Yolo County, Paragraph 2, Part "A" hereof relative to termination shall apply.

Micro Fiched

4. Equal Employment Opportunity. In the accomplishment of the program, Yolo County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. They shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yolo County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-

discrimination clause. They shall, in all solicitations or advertisements for employees placed by or on behalf of themselves, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

Micro Fiched

5. Rights. Yolo County agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. Yolo County will not include copyrighted material in the material furnished under this Agreement without written permission from the copyright owner.

6. Interest of Contractor. Yolo County covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. They further covenant that in the performance of this Agreement no person having any such interest shall be employed.

7. Bonus or Commission. Yolo County shall not pay any bonus or commission for the purpose of obtaining this Agreement.

8. Right to Reuse Consultant-Prepared Materials. If, under the provisions of this Agreement, Yolo County develops any systems analysis products, models, electronic data processing systems, software and related services, Yolo County agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of the Commission, and may be used as the Commission sees fit, including the right to reuse and publish the same without limitation, and are subject to the other provisions of the Agreement.

9. Disposition of Property. Title to capital equipment and supplies purchase or fabricated pursuant to this Agreement shall be vested permanently with Yolo County.

10. Agreement for Federal Financial Aid. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with Yolo County or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such Agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Government Not Obligated to Contractor. It is understood by the parties hereto that the Federal Government will not be obligated or liable to Yolo County as a condition of this Agreement.

12. Legal Relationship

(a) It is herein understood and agreed that Yolo County is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Yolo County shall not be entitled to any benefits available to employees of the Commission; that Commission is not required to make any deductions from the compensation payable to Yolo County under the provisions of this Agreement; that an independent contractor, Yolo County hold Commission harmless from any and all claims that may be made against the Commission based upon any contention by way of third party that an employer-employee relationship exists by reason of this Agreement;

(b) It is further understood and agreed by the parties hereto that Yolo County, in the performance of its obligations hereunder, is subject to the control or direction of the Com-

mission merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result;

(c) If, in the performance of this Agreement, any third persons are employed as employees of Yolo County, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Yolo County. All terms of employment of said persons, including hours, wages, working contitions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by Yolo County, and the Commission shall have no right or authority over said persons or the terms of such employment;

Micro Fiched

(d) Yolo County, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment, of such persons employed by it. The Commission shall not be liable for any injuries resulting to such persons arising out of or in the course of such employment, or for any injuries to strangers or third persons, but any such liability shall be solely that of Yolo County. The Commission shall not be liable for any workmen's

compensation or other benefits accruing under any Federal or State law or acts to any persons employed by Yolo County under this Agreement, but such liability, if any, shall be exclusively that of Yolo County.

Micro Fiched

13. Personnel.

(a) Yolo County represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Commission;

(b) All of the services required hereunder will be performed by Yolo County or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

PART "B"

TO

AGREEMENT between the SACRAMENTO REGIONAL AREA

PLANNING COMMISSION and the COUNTY OF YOLO

Micro Fiched

I. Assignment of Grant Funds. The following budget tentatively assigns approximate amounts to specific items in the work program. This may be amended by Yolo County with approval of the Executive Director of SRAPC from time to time based upon changing demands and costs for services.

A.	Acquisition of sound level measuring equipment	$2,692
B.	Printing of final element	408
C.	SRAPC Administrative Fee	300
		$3,400

II. Matching Funds. The County of Yolo will provide matching inkind services of $8,600.

PART "C"

AGREEMENT between the SACRAMENTO REGIONAL AREA

PLANNING COMMISSION and the COUNTY OF YOLO

A. Accounting Records:

(1) The contractor shall maintain accurate and complete accounting records of all project costs. Such records shall be retained for at least three years following project completion. Copies of such records shall be provided to the Commission upon request.

(2) The provisions of OMB Circular A-87, "Principles for Determining Costs Applicable to State and Local Governments," shall apply to the project.

Micro Fiched

B. Financial Reports:

(1) Eligible project costs incureed by the Contractor, including time of Contractor's employees and Sub-Contractor costs, shall be reported monthly on Form 1 attached. Such reports shall be filed on or before the 10th of the following month.

C. Grant Payments:

(1) Requests for grant payments shall be made on Form 2 attached. Requests may be made monthly.

(2) The Commission shall honor grant payments requested provided:

(a) All provisions of the contract have been complied with.

(b) Financial reports documents that non-federal costs are equal to, or in excess of 100% of cumulative grant payments.

(c) Financial reports document that the percentage of project completion is equal to, or in excess of, cumulative grant payments.

PART C

Agreement between the Sacramento Regional Area Planning Commission and _____.

A. Accounting Records:

(1) The contractor shall maintain accurate and complete accounting records of all project costs. Such records shall be retained for at least three years following project completion. Copies of such records shall be provided to the Commission upon request.

Micro Fiched

(2) The provisions of OMB Circular A-87, "Principles for Determining Costs Applicable to State and Local Governments", shall apply to the project.

B. Financial Reports:

(1) Eligible project costs incurred by the Contractor, including time of Contractor's employees and Sub-Contractor costs, shall be reported monthly on Form 1 attached. Such reports shall be filed on or before the 10th of the following month.

(2) Eligible In-Kind projects costs, including time of individuals other than the Contractor's employees shall be reported on Forms 2 and 3 attached.

C. Grant Payments:

(1) Requests for grant payments shall be made on Form 4 attached. Requests may be made monthly.

(2) The Commission shall honor grant payments requested provided:

(a) All provisions of the contract have been complied with.

(b) Financial reports document that non-federal costs are equal to, or in excess of ___% of cumulative grant payments.

(c) Financial reports document that the percentage of project completion is equal to, or in excess of, cumulative grant payments.

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
12[redacted] 8th Street, Suite 400[redacted]
Sacramento, California 95814

REPORT OF EXPENDITURES

PROJECT TITLE _____

MONTH/YEAR _____

Micro Fiched

EMPLOYEE	HOURS WORKED BY WEEK					TOTAL HOURS	HOURLY COST	TOTAL VALUE

SUB-TOTAL _____

ITEM	DESCRIPTION OF SERVICE	VALUE

NOTE: Attach copy of all invoices or vouchers.

SUB-TOTAL _____

TOTAL _____

I hereby certify that the services reported above have been performed as described in connection with the subject project.

_____ _____ _____

Authorized Signature Position Title Date

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
1225 8th Street, Suite 400
Sacramento, California 95814

IN-KIND MATCHING TIME
PERSONNEL QUESTIONAIRE

Micro Fiched

PROJECT TITLE _____

Completion of this form is required for all personnel involved in the subject project, who will be providing In-Kind Matching Time.

NAME _____

RESIDENCE _____

TELEPHONE _____

POSITION _____

SALARY $ _____ PER MONTH $ _____ PER HOUR

EMPLOYER _____

ADDRESS _____

TELEPHONE _____

TRAVEL EXPENSE REIMBURSEMENT RATES (if provided) _____

COST PER MILE OF AGENCY CAR (if provided) _____

If salary includes federal funds, please explain (ie, percentage, relationship)

_____

_____

_____

_____ _____

Signature Date

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

IN-KIND MATCHING TIME RECORD

Please mail monthly to:
SRAPC
1225 8th Street, Suite 400
Sacramento, CA 95814

NAME _____

RESIDENCE CITY _____

MONTH/YEAR _____

POSITION _____

EMPLOYER _____

HOURLY RATE _____

PROJECT TITLE _____

DATE	*ACTIVITY DESCRIPTION	TRAVEL COST	HOURS	HOURLY COST	VALUE OF WORK
	TOTALS				

* (1) Show location of meetings, duration and purpose
(2) Show origin and destination as well as travel time
(3) Show meeting preparation time as well as activity
(4) Show only those travel costs associated with projects that are reimbursed by your agency (for auto mileage include rate per mile and total mileage)

I certify information and hours claimed are correct and not used as match for any other grant programs.

TOTAL IN-KIND MATCHING VALUE $_____

Approved:

_____
Employee Signature

_____
SRAPC Project Manager

Form Approved By: _____ 7/29/79

Micro Fiche

Form 3

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
1225 8th Street, Suite 400
Sacramento, California 95814

INVOICE

PROJECT TITLE _____

MONTH/YEAR _____

INVOICE NUMBER _____

Micro Fiched

Pursuant to the contract for the above referenced project, we are billing $ _____, for the period _____ to _____.

(1)	Total Expenditures for this Period (Form 1)	$ _____
(2)	Total In-Kind Matching Value (Form 3	$ _____
(3)	Total This Period	$ _____
(4)	Cumulative Expenditures to Date	$ _____
(5)	Cumulative In-Kind Matching Value to Date	$ _____
(6)	Cumulative Total to Date	$ _____
(7)	Project Completion Percentage	_____

_____ _____ _____

Authorized Signature Position Title Date

ROUTING		
NAME	TO	INITIAL
Director		
County Dir.		
Asst. Dir.		
Plng. & Devlpt.		
Public Serv.		
Surv. & Map.		
R/W		
Traffic		
Bus. & Serv.		
File		

LAURENCE F. HOGAN
By Barbara Rodgers

UNITED CALIFORNIA BANK

600 SOUTH SPRING STREET • LOS ANGELES, CALIFORNIA
MAILING ADDRESS: BOX 1666 • TERMINAL ANNEX • LOS ANGELES, CALIFORNIA 90051

YOLO COUNTY AGREEMENT NO.75-362

November 24, 1975

County of Yolo
Department of Public Works
292 West Beamer Street
Woodland, California 95695

Attention: Mr. O. Gary Plunkett
Associate Civil Engineer

Gentlemen:

Our: Woodland Property - Parcel No. 8, Book 26
Page 80, Yolo County Assessor's Map

Your: Yolo Mini-Tran (W.O. 0234)

Micro Fiched

In response to your letter dated November 13, 1975, a copy of which is attached, please be advised that United California Bank (UCB) has no present objection to the installation of the proposed "Bus Shelter" in accordance with the attached site plan and specifications which will, when completed, encroach upon approximately sixty square feet (5' x 12') of the subject property, subject to the following conditions:

It is expressly understood and agreed that any such encroachment and use are permissive and non-exclusive and are subject to revocation by UCB at any time. UCB reserves the right at any and all times to request modification or removal of such shelter. Any damage caused to the property by the construction, operation, modification or removal of the shelter is to be repaired by the County of Yolo, at its sole cost and expense.

Also, it is expressly understood that the County of Yolo agrees to indemnify and hold UCB harmless against all claims, demands, liabilities, damages, and costs arising out of the construction, existence, operation, modification or removal of such a shelter, and/or injuries to persons or damage to property arising therefrom.

Such permissive encroachment and use shall not become effective until this Division receives this letter marked "Original" signed and the attached site plan and specifications initialed by duly authorized officials for the County of Yolo.

Sincerely

V. E. Foote
V. E. Foote
Assistant Lease Administrator
Corporate Facilities Division

ACCEPTED this 15 day of December, 1975

COUNTY OF YOLO

By Betsy A. Marchand
(Title) CHAIRMAN, BOARD OF SUPERVISORS

COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated 12-24-75

County Counsel of Yolo County

COUNTY OF YOLO

Woodland, California

LLOYD H. ROBERTS, DIRECTOR

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER · SURVEYOR · ENGINEER
292 WEST BEAMER STREET · TELEPHONE 666-8428
WOODLAND, CALIFORNIA 95695

November 13, 1975

United California Bank
Realty Corp.
600 S. Spring Street
Los Angeles, California

Micro Fiched

Re: Yolo County Mini-Tran
(W.O. 0234)

Dear Sir:

Enclosed please find a copy of Yolo County Assessor's Map Book 26, Page 80 which shows your Parcel No. 8 and a bus stop shelter plan.

We propose to construct a passenger shelter over the bus stop that presently exists on West Street at the location shown on the map. The proposed shelter will be constructed as shown on the enclosed plan and will encroach approximately five feet into your property immediately behind the sidewalk.

Unless I receive notification to the contrary prior to December 12, 1975, I will assume that there are no objections and the installation will be made as proposed.

If you have any questions regarding the bus shelter, please contact this office.

Very truly yours,

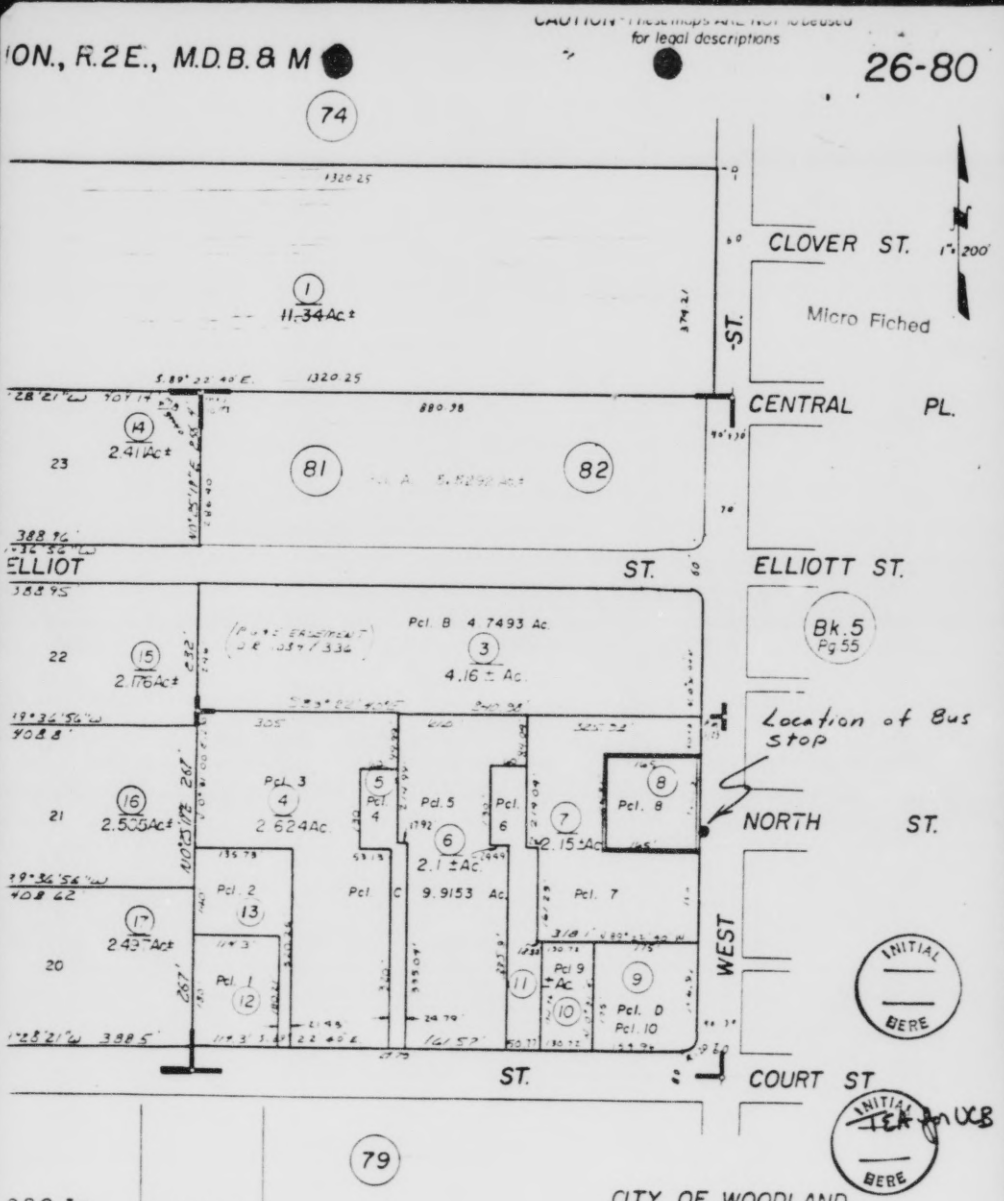
LLOYD H. ROBERTS
Director of Public Works

By O. Gary Plunkett
O. Gary Plunkett
Associate Civil Engineer

OGP:sak

Enc.

RECEIVED
NOV 17 1975
UNITED CALIFORNIA BANK
CORPORATE FACILITIES


ION., R.2E., M.D.B.& M
CAUTION - These maps ARE NOT to be used for legal descriptions
26-80
74
1320.25
1
11.34Ac±
CLOVER ST.
1" = 200'
Micro Fiched
-ST.
S.89°22'40"E. 1320.25
CENTRAL PL.
880.98
14
2.41Ac±
23
81
82
388.96
ELLIOT ST.
ELLIOTT ST.
388.95
Pcl. B 4.7493 Ac.
3
4.16 ± Ac.
22
15
2.176Ac±
Bk.5 Pg.55
Location of Bus Stop
Pcl. 3
4
2.624Ac.
5
Pcl. 4
Pcl. 5
6
2.1 ± Ac.
Pcl. 6
7
2.15±Ac.
8
Pcl. 8
21
16
2.505Ac±
NORTH ST.
Pcl. 2
13
Pcl. C 9.9153 Ac.
Pcl. 7
17
2.43 Ac±
20
Pcl. 1
12
11
Pcl. 9
Ac.
10
9
Pcl. D
Pcl. 10
WEST
INITIAL HERE
ST.
COURT ST
INITIAL HERE
79
S.D.C. Inc.
S.D.C. Inc.
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
CITY OF WOODLAND
Assessor's Map Bk. 26, Pg. 80.
County of Yolo, Calif.
76/77

Book

RECEIVED
JAN - 8 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JAN - 8 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers Deputy

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20

YOLO COUNTY AGREEMENT NO. 75-363

COPIES
☒ DIVISION
☒ CUSTOMER
☐ ACCT. DEPT.
☐ DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

AGREEMENT TO INSTALL FACILITIES OR PERFORM OTHER WORK

REFERENCE
W.O. 5-1419

WESTFIELD VILLAGE LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY

hereinafter called Customer, has requested Pacific Gas and Electric Company, hereinafter called Pacific, to perform the hereinafter-described work at (Rule 20A underground conversion district) Merkley Avenue between Westacre Road and Jefferson Boulevard, West Sacramento, State of California.

Pacific will perform said work and furnish all necessary labor, appliances, materials and facilities required therefor, subject to the following conditions:

1. Said work shall be as follows:

(Describe hereunder in detail the materials and facilities to be furnished and/or work to be done. **For each facility installed, specifically indicate whether ownership shall vest in Pacific or Customer upon completion of work.** If more space is required use other side and attach any necessary drawings.)

Customer to pay a non-refundable amount for the installation of six (6) 400 watt mercury vapor street lights on metal poles. Such amount is determined by estimating the additional cost for each light standard served by underground wiring over a basic luminaire installation utilizing a wood pole and overhead service. Payment excludes an amount charged to the County's Rule 20A allocation based on the ratio of the number of original services to the total number of services that will be installed. Monthly payment will be in accordance with Rate Schedule LS 1-A.

a) Six 32-1/2 ft. galvanized embedded steel poles with 6 foot arms (#982-#987) $1194.00

b) Service Conductors and Conduit $ 474.00

c) Trenching and Backfill $1260.00

Payment is equal to the ratio of four new services to six total installed services plus the cost of poles (two original services).

4/6 ($474.00 + $1,260.00) + $1,194 = $2,350.00

Ownership of facilities shall vest in Pacific.

Approved as to Form
Dated _____
County Counsel of Yolo County

2. Whenever part or all of said work is to be furnished or performed upon property other than that of Customer, Customer shall first procure from the owners thereof all rights-of-way and/or permits necessary therefor in form satisfactory to Pacific and without cost to it.

3. Customer shall immediately, upon demand by Pacific, pay to Pacific as the complete contract price hereunder the sum of Two Thousand Three Hundred Fifty and No/100 - - -

Pacific Gas and Electric Company
San Francisco, California

Revised Cal. P.U.C. Sheet No. 6023-E
Canceling Revised Cal. P.U.C. Sheet No. 5767-E

Schedule No. LS-1

STREET AND HIGHWAY LIGHTING

APPLICABILITY

This schedule is applicable to Utility-owned and maintained lighting installations which illuminate streets, highways, and other public-dedicated outdoor ways and places and which generally utilize the Utility's distribution facilities. Rates of Class A and Class B service will be applicable as determined in Special Condition 4.

Micro Fiched

TERRITORY

The entire territory served.

RATES

Class	Rate per Lamp per Month A All-Night	B All-Night	Half-Hour Adjustment
Operating Schedule			
Nominal Lamp Rating			
Incandescent Lamps			
600 lumens or less	$ 2.720*	—	$.022
1,000 lumens	3.039*	—	.040
2,500 lumens	4.688*	$ 3.788*	.062
4,000 lumens	5.806*	4.906*	.091
6,000 lumens	6.981*	6.081*	.122
10,000 lumens	9.573*	8.673*	.184
Mercury Vapor Lamps			
Lamp Watts / Average Initial Lumens			
100 — 3,500	$ 4.468	$ 3.818	$.048
175 — 7,500	4.971	4.321	.078
250 — 11,000	6.004	5.354	.100
400 — 21,000	7.979	7.179	.155
700 — 37,000	12.661	10.961	.242
1,000 — 57,000	15.968	14.168	.317
High Pressure Sodium Vapor Lamps			
Lamp Watts / Average Initial Lumens			
250 — 25,500	$12.273	$ 9.923	$.121
400 — 46,000	13.764	11.164	.178

Fuel Cost Adjustment:

A fuel cost adjustment, as specified in Part B of the Preliminary Statement, is included in the above rates for service, including bills for minimum charges. The fuel cost adjustment amount shall be the product of the total kilowatt hours for which the bill is rendered multiplied by $0.00595 per kilowatt hour.

Pole Charge [for installations under Special Conditions 4.a.(3), 4.a.(4), and 4.a.(5)]:

Poles installed entirely at Utility expense: $3.15 or $2.60*
Poles installed partially at Utility expense: $1.35 or $0.00*

*Service under rates marked with an asterisk is limited to installations under such rates as of September 21, 1975.

(continued)

Advice Letter No. 512-E
Decision No. 84902

Issued by
W. M. Gallavan
Vice-President—Rates and Valuation

Date Filed Sept. 16, 1975
Effective Sept. 21, 1975
Resolution No.

Pacific Gas and Electric Company
San Francisco, California

Revised Cal. P.U.C. Sheet No. 6024-E
Cancelling Revised Cal. P.U.C. Sheets Nos. 5767-5494-E

Schedule No. LS-1

STREET AND HIGHWAY LIGHTING

Micro Fiched

APPLICABILITY

(Continued)

SPECIAL CONDITIONS

Applicable to Utility-owned and maintained lighting installations which furnish [illegible] dedicated outdoor ways and places and which generally require [illegible]

1. **Type of Service:** The Utility will supply either multiphase or [illegible] service.

2. **Annual Operating Schedule:** The above rates for All-Night service assume 11 hours operation per night and apply to lamps which will be turned on and off once each night in accordance with a regular operating schedule agreeable to the customer but not exceeding 4,100 hours per year.

3. **Operating Schedules Other Than All-Night:** Rates for regular operating schedules other than full All-Night will be the All-Night rate plus or minus, respectively, the half-hour adjustment for each half-hour more or less than an average of 11 hours per night. This adjustment will apply only to lamps on regular operating schedules of not less than 1,095 hours per year, or 3 hours per night, nor more than 4,500 hours per year.

	All-Night	Adjustment for All-Night

4. **Facilities and Rates:**

a. **Applicability of Class A Service:**

(1) Basic installations made entirely at the Utility's expense consisting of the Utility's standard luminaires with incandescent filament or mercury vapor lamps, necessary support arms, and control facilities installed on wood poles which are supplied with overhead services.

(2) Utility standard luminaires, support arms, and control facilities, installed on steel poles of a partial underground distribution system installed entirely at the Utility's expense except as provided in Special Condition 4.d.

(3) Utility standard galvanized steel lighting pole installations, including support arms of standard length and supplied with overhead services, may be made at Utility expense provided the customer pays the monthly pole charge of $3.15 ($2.60*).

(4) Utility standard galvanized steel lighting pole installations may be made partially at Utility expense where the customer elects to pay a nonrefundable amount equal to the estimated additional installed cost of the standard galvanized steel lighting pole over that of a basic installation and the monthly pole charge of $1.35 ($0.00*).

(5) Installations using other than standard Utility equipment, such as concrete or metal poles of special design, provided such equipment meets the Utility's engineering and operating standards and customer pays a nonrefundable amount which is the additional cost of the non-standard installation over the cost of a standard galvanized steel lighting pole installation and also complies with the provisions of subparagraph (3) and/or (4) above.

*Applicable only to installations in service as of September 21, 1975.

b. **Applicability of Class B Service:** Class B rates will be applied to Class A rate installations if the customer elects to reimburse the Utility a nonrefundable amount equal to its estimated installed cost of the luminaires, support arms, and control facilities that would normally be used with a basic installation.

c. **Underground Services:** The Utility will install underground services provided the customer elects to pay the additional installed cost, if any, of underground services over that of overhead services and also provides at his expense any necessary trenching, backfill, and paving.

d. **Partial Underground Systems:** Where additional steel distribution poles are installed in partial underground systems because of street light spacing requested by the customer, the customer shall pay the difference between the installed costs of wood poles and the steel poles and shall provide any necessary trenching, backfill, and paving.

e. **Changing Class of Rates:** Existing lighting systems receiving service on the Class A rate will be transferred to the Class B rate at the option of the customer if the customer reimburses the Utility an amount equal to the estimated installed cost of equivalent luminaires, support arms, and control facilities.

f. **Changing Facilities Under Class B Service:** Upon request by a customer receiving service on Class B rates, the Utility will convert incandescent lamps to mercury vapor and/or will upgrade existing mercury vapor lamps to larger sizes provided the customer reimburses the Utility an amount equal to the difference between the estimated installed cost of the new luminaires, support areas, and control facilities and the amount previously reimbursed for the existing luminaires, support arms, and control facilities.

g. **Special Control Facilities:** Additional equipment requested by a customer in order to obtain continuing service other than All-Night will be installed by the Utility provided the customer pays a nonrefundable amount equal to the additional installed cost of such facilities over that required for All-Night service.

h. **Ownership:** All facilities installed under this schedule shall become and remain the sole property of the Utility.

(Continued)

Advice Letter No. 512-E
Decision No. 84902

Issued by
W. M. Gallavan
Vice-President—Rates and Valuation

Date Filed Sept. 16, 1975
Effective Sept. 21, 1975
Resolution No.

KAISER FOUNDATION HEALTH PLAN INC

YOLO COUNTY AGREEMENT NO. 75-364

FILED
DEC 15 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT

Group No. 1030

1. The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended by the deletion of the exclusion of infertility studies; the addition of the requirement to arbitrate certain disputes; and a change regarding covered immunizations. See the attached amendments.

2. The periodic payments are changed to those shown below.

Micro Fiched

Coverage: Subscribers are covered under "B" Coverage Benefit Schedule.
Family Dependents are covered under "B" Coverage Benefit Schedule.

Periodic Payments:

	-1-	MEMBER ENTITLED TO MEDICARE BENEFITS		
		-2-	-3-	-4-
	Member under age 65 entitled to KAISER FOUNDATION HEALTH PLAN benefits (Non-Medicare)	Member who is (i) age 65 or older and has assigned benefits under Part B of Medicare to Health Plan but is not entitled to benefits under Part A; or (ii) under age 65 and is entitled to benefits under one Part only of Medicare	Member age 65 or older who (i) is not entitled to Part B of Medicare; or (ii) has not assigned Part B benefits to Health Plan	Member who is entitled to benefits under both Parts A and B of Medicare and has assigned Part B benefits to Health Plan
Subscriber	$ 23.56	$ 23.56	$ 23.56	$ 11.60
First Dependent	$ 23.56	$ 23.56	$ 23.56	$ 11.60
Additional Dependents	$ 20.54	$ 20.54	N/A	$ 11.60

Dependent child age 19 to 24 in family of four or more Members, $ 11.78 per child in addition to full family rate. (Section 2-A (2) (b) (i) as amended.)

Date accepted DEC 15 1975 19__

Yolo County
Auditor's Office
Court House
Woodland, California 95695

By Betty A. Marchand
BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK
By Barbara Rodgers
DEPUTY

Executed at Oakland, California to take effect
as of February 1, 1976

Date November 26, 1975

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By John C. Custer
Authorized Representative, Northern California

202 BB P/R dep9+

00366 (1-76) +

Book

FILED
JAN 1 3 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-365

(Agreement for Transportation)

THIS AGREEMENT made and entered into this 22nd day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, herinafter referred to as COUNTY, and KEITH L. CULLEY doing business as A-1 YOLO AMBULANCE SERVICE, herinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is licensed to operate ambulance service in this State and meets or exceeds all operational, certification, licensing, equipment and personnel requirements of the California Vehicle Code and Article 1 of Subchapter 5 of Title 13 of the California Administrative Code.
2. COUNTY desires to provide transportation services for certain patients of its Mental Health Services, herinafter referred to as SERVICE.
3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by CONTRACTOR shall include the following:
   A. Transportation of SERVICE's patients upon the oral or written request of the Director or Program Chief of SERVICE or his designate.
   B. Attendant service during the transportation of patients when requested by SERVICE.
   C. Maintenance of a current record of each call for which an ambulance of CONTRACTOR is requested. Such record shall be maintained for a period of not less than four (4) years, and shall be available at all reasonable times for review by authorized representatives of COUNTY. Such record shall include:

1) Date, time, and location of call and identity of person receiving same for CONTRACTOR.

2) Identity of person requesting the service.

3) Identification of each ambulance driver and attendant dispatched.

4) If an ambulance is not dispatched as requested, the reason therefor.

Micro Fiche

2. Payment. CONTRACTOR shall be paid in accordance with the following schedule for the services to be performed under this Agreement:

A. Transportation. Base rate of FIFTEEN DOLLARS ($15.00) plus TWENTY-FIVE CENTS ($.25) per mile both ways.

B. Stand-by Time. TEN DOLLARS ($10.00) per hour after thirty minutes.

C. Attendant Charge. FIVE DOLLARS ($5.00) per trip within County or TWO DOLLARS ($2.00) per hour for a trip outside the County.

D. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Director setting forth in detail a description of the services rendered.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR'S risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement.

B. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for each person, $300,000 for each occurrence, and $50,000 for property damage, specifically designating COUNTY as an insured for all purposes.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

Micro Fiched

5. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. Term. This Agreement shall commence on December 1, 1975, and shall terminate on June 30, 1976. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

7. Other Agreements. This Agreement shall supersede any and all prior agreements heretofore entered into by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENNIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
AMBULANCE SERVICE

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

RECEIVED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-366

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Berger Deputy

Sub-Grantee Name University of California at Davis	Micro Fiched
Address	
City Davis, CA 95616	Phone: (916) 752-6660
Program Director Larry Hoover, Manpower Coordinator	Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-204 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ / ~~decrease~~ of $ -0-.

2. The grant period originally starting on 8/1/75 and ending on 6/30/76 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

(Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
Barbara L Stoltman (Signature of Authorized Officer)	Betsy A. Marchand
(Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

SY-52

Listing of Positions

CETA TITLE VI

University of California, Davis

Micro Fiched

	Positions	Salary & Benefits
Three	Principal Clerks (8/1/75 - 6/30/76)	$ 26,475
Three	Senior Typist Clerks (8/1/75 - 6/30/76)	22,896
Eleven	Typist Clerks (8/1/75 - 6/30/76)	82,561
One	SRA I (8/1/75 - 6/30/76)	10,354
Eight	Lab Assistants (8/1/75 - 6/30/76)	62,448
One	Laborer (8/1/75 - 6/30/76)	8,278
One	Program Representative (8/1/75 - 6/30/76)	10,205
One	Animal Caretaker (8/1/75 - 6/30/76)	7,806
One	Assistant Storekeeper (8/1/75 - 6/30/76)	7,806
One	Bldg. Maintenance Worker (8/1/75 - 6/30/76)	8,825
One	Museum Preparator (8/1/75 - 6/30/76)	6,281
One	Groundskeeper (8/1/75 - 6/30/76)	8,825
One	Storekeeper (1/1/76 - 6/30/76)	4,935
Two	Senior Typist Clerks (1/1/76 - 6/30/76)	7,468
Two	Senior Typist Clerks (½ time) (1/1/76 - 6/30/76)	3,734
Thirty-eight	TOTAL THIS CONTRACT	$278,897
	Less Contract No. 75-204	$278,897
	Increase this Modification	-0-

AGREEMENT NO. 75-367

(Agreement for Revenue Sharing Funds)

Micro Fiched

THIS AGREEMENT, made and entered into this 22nd day of Dec. 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EAST YOLO ATHLETIC CLUB hereinafter called RECIPIENT.

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including recreation (31 CFR § 51.31 (a)(1)(v)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Goverment Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00)

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

---

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

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4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

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regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

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5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

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9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid [illegible] which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Helen E. Spencer
DEPUTY

(SEAL)

RECIPIENT:

BY_____

1975/76 Funding Granted $ 2,500.

SUMMARY OF PROPOSAL & BUDGET STATEMENT

ORGANIZATION: East Yolo Athletic Club

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: for the rental of a facility for recreational activities

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MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW: # of youth served and community response in funding program activities.

BUDGET DETAIL:

BUDGET CATEGORY	BUDGET AMOUNT
SALARIES	$
BENEFITS	
OTHER GOODS	
SERVICES & LEASES	2,500.
MAINTENANCE & UTILITIES	
TRANSPORTATION & TRAVEL	
STAFF TRAINING	
CAPITAL OUTLAY	
Item 1	
Item 2	
Item 3	
Item 4	
Item 5	
TOTAL BUDGET	$ 2,500

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS:

Steve Thorpe

PERSON'S TITLE IN THE AGENCY: Treasurer

AGENCY ADDRESS & PHONE NUMBER: 313 D Street, Broderick, CA 95605

MAILING ADDRESS: 110 6th Street, Broderick, CA 95605
Telephone No.: 372-0200

NON-PROFIT AGENCY STATUS: Incorporated

LICENSES TO OPERATE: n.a.

INSURANCE BROKER NAME AND AGENCY:

William Scarlett, Scarlett Insurance Agency

EXHIBIT "A"

EAST YOLO ATHLETIC CLUB

313 D Street
Broderick, California 95605

December 10, 1975

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Revised Revenue Sharing Proposal
1975-76

Purpose of grant: For the continued rental of the E.Y.A.C.'s gym facility located at 313 D Street, Broderick.

Amount of grant: $2500.00

Program Description: The East Yolo Athletic Club comprised of Yolo County Residents, was organized to provide various activities for youth and young adults in East Yolo and the surrounding areas. The emphasis of the Club is in the area of youth and community development. It is the Club's philosophy that healthful recreational activities will promote admirable opportunities for learning to associate with others, for social recognition and self-expression. The main recreational activities provided are: boxing, karate, soccer, volleyball and basketball.

Clients served and criteria for selection: The population by age group which will be served is citizens of the East Yolo community between the ages of 10 years of age up to 23 years of age. The grant will allow the Club to provide a vehicle in which priority needs for recreation can be served. The activities sponsored by the Club would have the potential to reach in the hundreds. The planned boxing exhibitions provide entertainment for the entire community (past exhibitions have been attended by over 400 community members). The Club would especially allow local citizens of poor economic conditions to participate in recreational activities of their choice. Present activities which are sponsored by other groups, such as Little League, require a fee. The E.Y.A.C. would not deprive any interested persons from participating in Club activities due to their economic status.

Criteria for evaluation: The program's success is measured by community participation in the Club's activities through youth involvement and citizen support in fund raising events.

a) The Club will keep records of all persons served by its program.
b) All activities will be publicized through the area newspapers.
c) The Club will accept referrals from County Agencies and citizens.
d) Since the Club is a non-profit organization it must meet certain regulations to function. No one is discriminated against for membership.
e) The County of Yolo may audit our expenditures. The funds will only be used for the specific request.

Organization: The East Yolo Athletic Club is a non-profit incorporation run by a Board of Directors with membership comprised of local residents.

period upon the increase in such entity. Upon the appropriate amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the increase.

(2) An amount equal to the amount of the increase in the tax or revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (c)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized tax base, unless the State is determined by the Secretary to have decreased related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which that for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 30 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction is made.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages), (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local government, or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local governments, or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 116(a) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 116(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.29 Adjustment for maximum and minimum per capita entitlement; 145 percent criterion.

(a) *County area maximum and minimum per capita entitlement—(1) In general.* Pursuant to section 108(d)(3) of the Act, the per capita amount allocable to any county area shall be not less than 20 percent nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government)—(1) In general.* Except as provided below, the per capita amount allocated to any unit of local government (other than a county government) shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

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EXHIBIT "B"

fund, or (3) to a trust or escrow account. Federal funds are required to be matched by non-Federal funds, and by Federal grants which are neither nor higher than other Federal or non-Federal funds.

(b) *Secondary recipients.* The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.32, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local general revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 for its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes. *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition in this section against the use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from two Federal funds, one matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt;

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section,

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures, as defined in paragraph (a) of this section, it will pay over to the Secretary the sum in the general fund of the Treasury an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, plus an amount of entitlement funds equal to any unspent funds in the local fund of the local government after notice to the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity,

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity,

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity,

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity,

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity,

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

Micro Fiché

(d) *A recipient government in determining eligibility for benefits of [illegible] may not make a selection of eligibility or benefit which has the effect of subjecting individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, national origin, or sex. Nor may it make a selection of an activity or program, or which has the purpose or effect of defeating or substantially impeding the accomplishment of the objectives of the Act and of this section.*

(3) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(5) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutions or educational services can properly be performed only by a member of the same sex as the recipients of the services.

(e) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(f) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(g) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(h) *Procedure for effecting recipient's compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (h)(1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so found. The amount of entitlement funds forfeited by the recipient government shall be reduced by a discretionary reduction to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that reduction in future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such recipient will comply with the provisions of this section.

(i) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officers of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decisions of the administrative law judge), including the responsibility of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(j) *Hearing procedure.* Wherever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-5); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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FILED

1975

LAURENCE P. HEAGAN, CLK.
By Barbara Rodgers

YOLO COUNTY AGREEMENT NO. 75-368

CONTRACT EMPLOYING ATTORNEY

The undersigned Clients retain and hire HARRY A. ACKLEY, Attorney at Law, to represent the Client, ERWIN W. MEIER, and Mr. Ackley agrees to represent said Client ERWIN W. MEIER, as a named defendant in his official capacity as County Executive for the County of Yolo, in the following matter:

That certain case entitled DENE HEDRICK, et al vs. BETSY A. MARCHAND et al filed in the United States District Court for the Eastern District of California CIV. S 75-680.

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The Client County of Yolo, a political subdivision of the State of California, agrees to pay to Mr. Ackley for his professional services representing Client ERWIN W. MEIER in said matter as follows:

(1) A retainer of $100.00, and in addition thereto,

(2) $300.00 for each day in Court for any reason or $150.00 if one-half day or less is involved, and also

(3) $50.00 per hour from November 18, 1975 for Mr. Ackley's time in preparing all aspects of the case, and also

(4) Any necessary travel expenses, meal expenses, and lodging incurred by Mr. Ackley outside of Yolo County, California.

The Client County of Yolo agrees further to pay all costs of suit incurred in said action and to promptly reimburse Mr. Ackley for any costs of suit advanced by him upon his billing therefor. Mr. Ackley may in his discretion employ investigators or other experts as may be necessary whose fees shall be chargeable as advanced costs and paid by the Client County of Yolo upon billing by Mr. Ackley.

The Client County of Yolo further agrees to pay other expenses and costs incurred and to be incurred in the above matter, including but not limited to, the following: Court reporter costs, deposition costs, copy machine costs, postage costs, long distance telephone charges, and like charges and expenses.

No settlement shall be binding without the consent of the Client ERWIN W. MEIER.

This contract does not cover any work on appeal and Mr. Ackley does not agree to undertake any such work unless a separate contract in that respect be agreed upon.

The attorney may withdraw at any time upon giving reasonable notice to the Client ERWIN W. MEIER.

Client ERWIN W. MEIER is to pay no part of the costs, expenses, or Mr. Ackley's fee with reference to this contract.

HARRY A. ACKLEY, ESQ.
823 NORTH STREET
WOODLAND
CALIFORNIA 95695
(916) 662-3636

In the event Mr. Ackley is paid for his services in said matter from any other source then said Client County of Yolo, State of California, Mr. Ackley agrees to pay over any and all amounts so received by him to the said Client County of Yolo, State of California.

Signed at Woodland, California on December 18, 1975.

Micro Fiched

Irwin W. Meier

ERWIN W. MEIER, County Executive of the County of Yolo, State of California, Client

HARRY A. ACKLEY, ESQ., Attorney

County of Yolo, State of California, a Political Subdivision, Client,

BY: Betsy A. Marchand

Chairman of the Board of Supervisors as duly authorized to sign this Contract on behalf of the said County of Yolo, State of California, a Political Subdivision

Approved as to Form
Dated 12-30-75

Deputy County Counsel of Yolo County

HARRY A. ACKLEY, ESQ
823 NORTH STREET
WOODLAND,
CALIFORNIA 95695
(916) 662-3636

FILED
DEC 22 1975
LAURENCE K. HORGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 75- 369

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 22nd day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY GOVERNMENT EMPLOYEES ASSOCIATION, an employee organization within the meaning of the Meyers-Milias-Brown Act, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

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RECITALS:

1. Scope of Unit and Recognition. This agreement relates to and affects only the General Unit as described in Recital No. 1 of Agreement No. 75-287 between the parties and ASSOCIATION is hereby designated the recognized employee organization for the General Unit as set forth in said Recital of said agreement.
2. Meeting and Conferring. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred concerning certain terms and conditions of employment and employer-employee relations concerning the General Unit pursuant to the provisions of the Meyer-Milias-Brown Act and Resolution No. 72-75 of the Board of Supervisors of COUNTY
3. Agreement. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code § 3505.1.

AGREEMENTS:

1. The following provisions shall supersede and prevail over the provisions of § 2-6.34 of the Yolo County Code effective upon the adoption of this Memorandum of Understanding by the Board

of Supervisors of the County of Yolo:

A. Holidays

1. The holiday designated as "December 25th, Christmas Day" shall be re-designated "December 25th, Holiday".

2. The holiday designated as "Good Friday" shall be removed from the schedule of holidays.

3. December 24th, December 31st.

a) Except as hereinafter set forth, regular employees in the General Unit shall receive four (4) hours of holiday leave on either December 24th or December 31st of each year.

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b) Any regular employee required to work the full working day designated for that employee's position on both December 24th and December 31st of any year shall be compensated in the manner of employees required to work on a holiday for a period of four (4) hours but not to exceed the full working day designated for that employee's position.

c) If December 24th and December 31st fall on a regular employee's normal day off except Saturday, that employee shall receive a proper number of holiday hours to be observed on the employee's nearest normal working day. In the event that there is no nearest normal working day, the time shall be observed on the nearest following normal working day. The proper number of holiday hours for a full time regular employee is four (4). The proper number of holiday hours for a part time regular employee is such direct proportion of four (4) hours as the employee's part time service bears to regular full time service.

4. No further changes shall be made in the holiday schedule as to the General Unit without meeting and conferring prior to the change.

B. Mileage Allowance. The following provision shall supersede and prevail over the provisions of subparagraph (a) of § 2-6.24 of the Yolo County Code:

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(a) Employees and officers of the County in the General Unit shall be entitled to reimbursement in the sum of sixteen (16¢) cents per mile for each mile traveled on County business.

2. Revision of Yolo County Grievance Procedure. The representatives of the Yolo County Government Employees' Association will, at the earliest possible date, submit to the representatives of the Yolo County Board of Supervisors, as an item for negotiation, a proposal for a revised Grievance Procedure for employees in the General Unit. It will be stipulated that agreement on said proposal will not be prerequisite to final agreement on any or all other items now under discussion or that may be brought into future discussion in connection therewith.

3. Implementation. The Board of Supervisors shall take steps for the enactment of an ordinance amending the Yolo County Code so as to codify the provisions of Paragraphs 1.A. and 1.B. hereinabove.

4. Review and Revision of Consistency in Pattern of Basic Pay Plan Schedules.

This item will be referred with high priority, for inclusion in the negotiation sessions for the 1976-77 year.

5. Other Matters. The parties agree that no agreement was reached on other matters discussed and that County is not obligated to make any changes regarding them. Except as provided herein, or as to other matters mutually agreed upon County shall not

be required to meet and confer with respect to any subject matter or matters pertaining to or covered by this agreement for the fiscal year 1975-76.

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6. Saving Clause. If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this agreement shall not be affected thereby.

7. Term. If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from and after the date of such adoption to and including June 30th, 1976.

8. Implementation. The Board of Supervisors will amend its written policies and take other such action by resolution, ordinance or otherwise as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 22nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDMONDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSN.

BY _____
BARTON W. HENDRIX

BY _____
LYNN F. EDWARDS

Designated Representatives

APPROVED by final determination of the Board of Supervisors of the County of Yolo this 2nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bob A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

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AGREEMENT NO. 75-370

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 22nd day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

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RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY by Minute Order No. 73-113 designated ASSOCIATION as the recognized employee organization for a unit designated as the Sheriff's Unit consisting of all County employees of the Sheriff's Department excluding elected officials.
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding terms and conditions of employment concerning the Sheriff's Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.
3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code § 3505.1.

AGREEMENTS:

1. Holidays. The following provisions shall supersede and prevail over the provisions of § 2-6.34 of the Yolo County Code

effective upon the adoption of this Memorandum of Understanding by the Board of Supervisors of the County of Yolo:

a. The holiday designated as "December 25th, Christmas Day" shall be re-designated "December 25th, Holiday".

b. The holiday designated as "Good Friday" shall be removed from the schedule of holidays.

c. December 24th, December 31st.

1) Except as hereinafter set forth, regular employees in the Sheriff's Unit shall receive four (4) hours of holiday leave on either December 24th or December 31st of each year.

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2) If any regular employee is required to work the full working day designated for that employee's position on both December 24th and December 31st of any year, or if December 24th and December 31st fall on a regular employee's normal day off except Saturday, that employee shall receive a proper number of compensatory holiday hours as compensatory time under subsection (d) of § 2-6.34 of the Yolo County Code.

3) The proper number of compensatory holiday hours for a full time regular employee is four (4). The proper number of compensatory holiday hours for a part time regular employee is such direct proportion of four (4) hours as the employee's part time service bears to regular full time service. It is the intent of this provision that compensatory holiday hours are computed on the basis of straight time and not time and one-half or other multiple of straight time.

2. Mileage Allowance. The following provision shall supersede and prevail over the provisions of Subparagraph (a) of § 2-6.24 of the Yolo County Code:

(a) Employees and officers of the County in the

Sheriff's Unit shall be entitled to reimbursement in the sum of sixteen (16¢) cents per mile for each mile traveled in County business.

3. Implementation. The Board of Supervisors shall take steps for the enactment of an ordinance amending the Yolo County Code so as to codify the provisions of Paragraphs 1 and 2 hereinabove.

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4. Other Matters. The parties agree that no agreement was reached on other matters discussed and that COUNTY is not obligated to make any changes regarding them. Except as provided herein or as to other matters mutually agreed upon, COUNTY shall not be required to meet and confer with respect to any subject matter or matters pertaining to or covered by this agreement for the period of the term of this agreement.

5. Saving Clause. If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this agreement shall not be affected thereby.

6. Term. If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from and after the date of such adoption to and including December 31st, 1976.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 22nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDMONDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

YOLO COUNTY DEPUTY SHERIFF'S ASSN.

BY _____
JERRY SHADINGER

BY _____
PENNY TAVERNETTI

Designated Representatives

Micro Fiche

Approved by final determination of the Board of Supervisors of the County of Yolo this 22nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
BETSY A. MARCHAND
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

FILED

DEC 22 1975

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

AGREEMENT NO. 75-371

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 22nd day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY MANAGEMENT ASSOCIATION, hereinafter referred to as ASSOCIATION,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY by Minute Order No. 74-1367 designated ASSOCIATION as the recognized employee organization for a unit designated as the Management Unit or Management Employees Unit consisting of certain county employees referred to therein
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding certain terms and conditions of employment concerning the Management Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.
3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code § 3505.1.

AGREEMENTS:

1. Mileage Allowance. The following provision shall supersede and prevail over the provisions of Subparagraph (a) of § 2-6.24 of the Yolo County Code:

(a) Employees and officers of the County in the

Management Unit shall be entitled to reimbursement in the sum of sixteen (16¢) cents per mile for each mile travelled in County business.

2. Implementation. The Board of Supervisors shall take steps for the enactment of an ordinance amending the Yolo County Code so as to codify the provisions of Paragraph 1 hereinabove.

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3. Other Matters. The parties agree that no agreement was reached on other matters discussed and that COUNTY is not obligated to make any changes regarding them. Except as provided herein or as to other matters mutually agreed upon, COUNTY shall not be required to meet and confer with respect to any subject matter or matters pertaining to or covered by this agreement for the period of the term of this agreement.

4. Saving Clause. If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this agreement shall not be affected thereby.

5. Term. If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from and after the date of such adoption to and including December 31st, 1976.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 22nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDWARDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

YOLO COUNTY MANAGEMENT ASSOCIATION

BY _____
GERALD H. GIBSON

BY _____

Designated Representatives

Micro Fiched

APPROVED by final determination of the Board of Supervisors of the County of Yolo this 22nd day of December, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

FILED

NOV - 9 1976

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers DEPUTY

YOLO COUNTY AGREEMENT NO. 75-372

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, entered into this 29th day of December, 1975, by and between the COUNTY OF CONTRA COSTA, COUNTY OF MONTEREY, COUNTY OF SACRAMENTO, COUNTY OF SAN BENITO, COUNTY OF SAN FRANCISCO, COUNTY OF SAN JOAQUIN, COUNTY OF SAN MATEO, COUNTY OF SANTA CLARA, COUNTY OF SOLANO, COUNTY OF SONOMA, COUNTY OF STANISLAUS, COUNTY OF SUTTER and COUNTY OF YOLO, and COUNTY OF SISKIYOU, bodies corporate and politic,

Micro Fiched

W I T N E S S E T H:

WHEREAS, Title I, Division 7, Chapter 5, Article I of the Government Code of the State of California establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term "public agency"; and

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purpose of providing for certain investigatory, auditing and appraisal services among themselves; and

WHEREAS, the parties hereto independent of each other possess the necessary power to perform such services; and

WHEREAS, the parties hereto deem that it will be in the best interest of the citizens of their respective counties to establish a procedure by which they may jointly cooperate in this endeavor; and

WHEREAS, the parties hereto recognize that form time to time it will be necessary to expand this agreement so as to include other interested counties

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties, and each of them, do agree as follows:

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

DEC 9 1975

Section 1. EFFECTIVE DATE; TERM. This agreement shall become effective as to any party upon the date that such party ratifies this agreement and shall be and remain in effect as between and among such ratifying party and all other ratifying parties from and after such date so long as two or more parties remain parties to this agreement.

Micro Fiched

Section 2. ADMINISTRATING AGENCY. The parties hereto by majority vote will designate one of the members to act as the Administrating Agency for a period of one year commencing July 1st of each year.

Section 3. SERVICES. Upon the request of any one or more of the parties hereto, any party may provide personnel for the conduct of:

A. An investigation, review and/or audit of any or all the books, records or other documents of any legal entity; and,

B. A physical appraisal of any property which is or may be subject to ad valorem taxation by the requesting party.

C. The services described in Paragraphs A and B include but are not limited to the following purposes:

(1) To determine the fair market value, cost, existence, size, quantity, quality, and/or ownership of any property which is or may be subject to ad valorem taxation by either or both the performing or requesting party or parties.

(2) To determine the taxable status and/or situs of any property which is or may be subject to ad valorem taxation by either or both the performing or requesting party or parties.

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

8624 REV 2/70

Section 4. WRITTEN REQUEST TO ASSESSOR. The request for any of the services described in Section 2 hereof shall be made in writing and addressed to the assessor of the party requested to perform the service.

Micro Fiched

Section 5. NONPERFORMANCE - NOTICE. Nothing contained herein shall require a party hereto to perform services for any other party. If a party does not wish to perform the requested service or services, it shall so advise the requesting party in writing within fifteen (15) business days of the receipt of such a request.

Section 6. PERFORMANCE. All services performed under this agreement shall be performed either by the assessor of the party to which the request is directed or a deputy or deputies appointed by said assessor.

Section 7. REIMBURSEMENT. Any party or parties performing the services provided for herein or any of them shall be reimbursed for the costs of performing such services according to the schedule of rates attached hereto as Exhibit "A", which by this reference is made a part of this agreement as if fully set forth herein. Said schedule or any portion thereof may be amended from time to time during the term of this agreement upon the written consent of all the parties hereto. Such Exhibit "A" as amended, bearing the signatures of all the parties, shall become a part of this agreement as fully as if set forth herein upon the ratification by all parties of such amendment.

Section 8. INVOICES. The party performing services hereunder shall submit to the party requesting such services within thirty (30) days after the completion of such services an invoice for those costs which are reimbursable under Section 6 of this Agreement. Services shall be deemed completed upon the submission to the requesting party of a written report

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

6624 REV 2/70

summarizing such services.

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Section 9. PAYMENTS - SETOFFS. For the purposes of this agreement, a contract year shall be deemed to commence as of 12:01 AM, April 15, and terminate on 12:00 midnight of the following April 14. Between April 15 and May 1 of each year each of the parties hereto shall submit the amount of costs it owes each of the other parties hereto for services rendered, completed and billed under the terms of this agreement during the prior contract year and the amount each other party owes to it for services rendered, completed and billed under the terms of this agreement for said year to the Administrating Agency. Between May 1 and May 15 of each year the Administrating Agency shall compute and submit on or before May 15 to each party the amount of balance, if any, owed to any other party. Each party shall then, on or before June 1, remit the balance, if any, to any other party.

Section 10. AUDIT OF ADMINISTRATING AGENCY. Each party, as it concludes it's term as Administrating Agency shall have the billing computations reviewed by their county auditor and written certification of computation accuracy shall be submitted to each of the other parties on or before August 1 each year.

Section 11. AVAILABILITY OF DEPUTY TO TESTIFY. The parties hereto agree that any assessor or deputy performing services pursuant to this agreement shall be made available by the party employing him to the party for which such services were rendered for the purpose of giving testimony in any proceeding in which an assessment based in whole or in part upon the results of such services is an issue. The party employing the assessor or deputy has a duty under this paragraph only to the extent that it is able by reason of the contract of employment between such party and such assessor or deputy to

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

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direct his attendance. The party employing such assessor or deputy shall be reimbursed by the party requiring such testimony or evidence as set forth in the Schedule of Rates attached hereto as Exhibit "A".

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Section 12. WITHDRAWAL - NOTICE. Any party hereto may withdraw from this agreement upon giving twenty days' written notice to each of the other parties hereto. No withdrawal herefrom by any party or parties hereto shall affect the continuance or the terms and conditions of this agreement among the remaining parties. Any obligations or debts incurred hereunder prior to any such withdrawal shall become immediately due and payable by the withdrawing party, after offsets, to each of the other parties to this agreement upon the effective date of any such withdrawal. Any services commenced by or requested of any withdrawing party under the terms of this agreement prior to submission of its notice of withdrawal shall be completed by the withdrawing party unless timely notice is given by the withdrawing party to the requesting party that such services will not be performed pursuant to Section 4 of this agreement. Any sums due and owing any withdrawing party, after offsets, shall be paid to such withdrawing party on or before the time specified in Section 8 of this agreement. The withdrawing party will not be obliged to perform any services requested after submission of its notice of withdrawal.

Section 13. AUTHORIZATION - INFORMATION HELD SECRET. The party requesting any services under the terms of this agreement shall furnish to the party performing such services all necessary authorizations to examine any taxpayer or the property, records, books or other documents of such taxpayer relative to the performance of such services. It is specifically understood and

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County Counsel
County of Santa Clara
Administration Building
San Jose, California
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agreed by the parties hereto and each of them that any information gained, collected or otherwise acquired as a result of any investigation, review, audit or appraisal made under the provisions of this agreement shall be subject to the restrictions contained in Sections 408 and 451 of the California Revenue and Taxation Code.

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Section 14. ADDITIONAL PARTIES. Any county in the State of California not now a party to this agreement may become a party to this agreement upon the approval and ratification of this agreement by its Board of Supervisors, and the signing of this agreement by the Chairman of its Board of Supervisors. The addition of any party or parties to this agreement in the manner described above need not be ratified or approved by the existing parties to this agreement nor any of them, nor shall any such addition cause this agreement to terminate or otherwise become inoperative. Upon the addition of any new party or parties to this agreement in the manner described above, this agreement and all of its terms and conditions and all privileges, obligations, debts and credits incurred under it shall continue in full force and effect. Any county becoming a party to this agreement after the effective date of this agreement shall notify all existing parties to this agreement by mail of the approval and ratification of this agreement by its Board of Supervisors and shall include with such notice a copy of such approval and ratification which shall be attached to their copy of this agreement by each such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials on the date first above mentioned.

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California
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COUNTY OF CONTRA COSTA

By J. P. Kenny
Chairman, Board of Supervisors

J. R. OLSSON
Attest: By Mary Craig Deputy
Clerk, Board of Supervisors

Approved as to form:
DEPUTY COUNTY COUNSEL
CONTRA COSTA COUNTY, CALIF.

COUNTY OF MONTEREY

By
Chairman, Board of Supervisors

ERNEST A. MAGGINI
Attest: By:
Clerk, Board of Supervisors

Approved as to form: Micro Fiched
County Counsel

COUNTY OF SACRAMENTO

By
Chairman, Board of Supervisors

3-1-76
Attest:
76-6 Clerk, Board of Supervisors

Approved as to form:
Deputy County Counsel

COUNTY OF SAN BENITO

By
Chairman, Board of Supervisors

Attest:
Clerk, Board of Supervisors

Approved as to form:
District Attorney

COUNTY AND CITY OF SAN FRANCISCO

By
President, Board of Supervisors

Attest:
Clerk, Board of Supervisors

Approved as to form:
Deputy City Attorney

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California
6824 REV 3/70

COUNTY OF SAN JOAQUIN

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____

COUNTY OF SAN MATEO

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____

COUNTY OF SANTA CLARA DEC 9 1975

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____

COUNTY OF SOLANO

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____
Deputy County Counsel

COUNTY OF SONOMA

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____

COUNTY OF STANISLAUS

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

_____
Dep. County Counsel

Micro Fiched

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

8624 REV 2/70

COUNTY OF SUTTER

By Thomas Miller
Chairman, Board of Supervisors

Attest: Nina Robinson
Clerk, Board of Supervisors

Approved as to form:
Edward F. Bukey

COUNTY OF YOLO

By Betsy A. Marchand
Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN
Clerk, Board of Supervisors
By Peter E. Brenda
DEPUTY

Approved as to form:

COUNTY OF SISKIYOU

By
Chairman, Board of Supervisors

NORMA PRICE, CLERK
BOARD OF SUPERVISORS

Attest: by Norma Price, County
Clerk, Board of Supervisors

Approved as to form:

Micro Fiched

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California

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EXHIBIT "A"

SCHEDULE OF FEES

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1. SERVICES. The party performing services under the terms of this agreement shall charge the party for whom such services are performed $11.00 per hour for each hour said performing party is actually engaged in the performance of the services requested, including the time taken to travel to and from the location or locations at which said services are rendered. Fees for services rendered and travel for fractions of an hour shall be prorated accordingly. In the event that the services are being performed on behalf of more than one of the parties to this agreement, including the performing party, such fees shall be prorated according to the formula set forth in Section 3 of this Exhibit "A".

2. TRAVEL, LODGING, MEALS AND OTHER RELATED INCIDENTAL EXPENSES IN CONNECTION WITH SERVICES.

(a) IN COUNTY SERVICES. The party performing the services shall not charge the party for whom such services are performed for the costs of travel, lodging, meals or related incidental expenses incurred in the course of performing the requested services where such services are performed wholly within the county performing such services.

(b) OUT OF COUNTY SERVICES. The party performing the services shall charge the party for whom such services are performed the actual allowable expenses necessarily incurred for the costs of travel, lodging, meals and for related incidental expenses in the course of performing the requested services where such services are performed out of the county performing the services. In the event the services are being performed for more than one of the parties to this agreement, including the performing party, such expenses shall be prorated according

WILLIAM M. SIEGEL
County Counsel
County of Santa Clara
Administration Building
San Jose, California
6674 REV 2/70

to the formula set forth in Section 3 of this Exhibit "A".

3. PRORATION.

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(a) In the case of travel within the county of the performing party charges for travel time at the rate of $11 per hour shall be prorated to the parties for whom the services are performed, including the performing party, on the basis of the hours of audit or appraisal time performed for the respective parties.

(b) In the case of travel outside the county of the performing party the costs of travel shall be allocated to the various parties for whom services are performed, including the performing party, on the following basis: To the costs of travel, lodging, meals and incidental expenses actually incurred by the performing party there shall be added the charge for services on the basis of an 8-hour day or fraction thereof for time spent in travel on work days required for a continuous trip. The total of such costs shall be divided by the total service hours spent on behalf of the performing party and all requesting parties to establish an hourly charge for travel expenses of a continuous trip. Such hourly charge multiplied by the service hours performed for each requesting party shall be the charge by the performing party to the requesting party for a prorata share of the total travel expense.

4. APPEARANCES AT HEARINGS. In the event personnel performing services under the terms of this agreement are called as witnesses at any proceeding in which the assessment resulting from such service is challenged, the public entity calling such personnel shall reimburse the party employing such personnel for the expenses of travel, lodging and meals and related incidental expenses necessarily incurred by the employing party plus the

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County Counsel
County of Santa Clara
Administration Building
San Jose, California
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hourly rate set forth in Section 1 of this Exhibit "A" during the time that such personnel are traveling to and from the location or locations at which such testimony or evidence is given and the time spent at such location or locations preparing for and giving such testimony or evidence.

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County Counsel
County of Santa Clara
Administration Building
San Jose, California
6424 REV. 2/70

BK

FILED

JAN [illegible] 1976

LAURENCE P. HORGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 75-373

Lease Agreement

THIS LEASE AGREEMENT made and entered into this 29th day of December, 1975, by and between HAROLD GARRISON and ALICE GARRISON, hereinafter called LANDLORD, and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires, on the terms and conditions hereinafter set forth those certain premises situated in the County of Yolo known as 909 Yolo Avenue, Esparto.

2. TERM. The term of this lease shall commence on January 1, 1976 and terminate on December 31, 1976.

3. OPTION TO RENEW. LANDLORD hereby grants to TENANT the option to renew this lease for a renewal term of two years from and after the expiration of the original term on the same terms and conditions as herein contained. The option granted herein shall be exercised by the delivery, no later than sixty (60) days prior to the expiration of the term of this lease to LANDLORD by TENANT of written notice of exercise of option.

4. RENT. TENANT shall pay LANDLORD rent in the sum of ONE HUNDRED TWENTY-FIVE ($125) DOLLARS per month, which shall be payable on the first day of each calendar month during the term of this lease. Said rent is based on 1250 square feet at the rate of 10¢ per square foot.

5. USE. The premises shall be used and occupied only for the purpose of a Jutice Court and other business reasonably related thereto.

6. UTILITIES. TENANT shall pay all charges for water, sewer,

gas and electricity, telephone and all other utilities used on the premises during the term of this lease. Payment shall be made to LANDLORD at the conclusion of each month's service upon presentation of a claim therefor.

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7. REPAIRS AND ALTERATIONS.

a. TENANT will, at its sole cost and expense, keep and maintain the interior of the premises, excepting damages attributable to lack of exterior care and maintenance and excluding glazing and exterior doors, in good and sanitary order, condition and repair.

b. LANDLORD at his full cost and expense shall keep and maintain the exterior of the premises including roof, sidewalls, glazing and exterior doors, in good and sanitary order, condition and repair.

c. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

d. Subsection (c) of this paragraph notwithstanding, TENANT shall be entiled to remove any heating or air conditioning equipment or fixtures installed by TENANT upon termination of this lease agreement.

e. TENANT will, at its own cost and expense, repair all damages to the premises attributable to the installation

or removal of heating and air conditioning equipment.

8. LIABILITY INSURANCE. During the term of this lease, TENANT shall at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

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9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

10. NOTICES. All notices to be given to the parties may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

Harold Garrison
Alice Garrison

Esparto, California

TENANT:

Chairman, Board of Supervisors
County of Yolo, Courthouse
Woodland, California 95695

11. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease Agreement performable by TENANT shall be construed to be both a covenant and a condition.

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12. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

13. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

14. BINDING ON SUCCESSORS. Subject to conditions herein, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

HAROLD GARRISON

ALICE GARRISON

TENANT:

COUNTY OF YOLO, a political subdivision of the State of California

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
JAN 1 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75- 374

L E A S E

THIS LEASE made and entered into this 29th day of December, 1975, by and between EARL L. COVEY, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

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W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 914 Court Street, Suite 7, together with the use of one of the parking spaces located to ~~the rear of the premises, and adjoining restrooms~~ Court St. side of Place. ETC.

2. TERM. The term shall commence on January 1, 1976, and shall terminate on December 31, 1976.

3. RENT. TENANT will pay LANDLORD rent at the rate of EIGHTY ($80) DOLLARS per month for each and every month for the term of this lease, payable on the first day of each calendar month.

4. USE. Premises shall be used and occupied only for the purpose of County offices and any other office reasonably related thereto.

5. UTILITIES. LANDLORD shall furnish heater and air conditioner and shall pay all reasonable charges for water, sewer and garbage, and TENANT shall pay all charges for electricity, gas, heat, telephone and any other utility services used on the premises during the lease term except those LANDLORD herein has agreed to pay.

6. REPAIRS AND ALTERATIONS.

A. TENANT will at its sole cost and expense, keep, maintain

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and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises, except the roof, sidewalls, exterior, heating, air conditioning which LANDLORD agrees to so keep, maintain and repair.

B. That TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or things which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

8. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written

consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

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9. DAMAGE OR DESTRUCTION.

A. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenantable, the same shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, unless LANDLORD shall elect not to repair or rebuild as provided in subparagraph B., and, should there be a substantial interference with TENANT's business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

B. If (i) more than fifty percent (50%) of the building in which the premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untenantable, or (ii) the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event, LANDLORD may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damage, or destruction. If LANDLORD elects to repair

or rebuild the building, it shall, within thirty (30) days after such damage or destruction, give TENANT notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless LANDLORD elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

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10. TAXES.

A. Should the lease area real estate taxes and assessments payable by LANDLORD in any year after 1975-76 exceed those payable for that year, TENANT shall pay the LANDLORD upon notice and demand, accompanied by proof of payment, the amount by which the leased area real estate taxes and assessments exceed those of the tax year 1975-76.

B. The lease area real estate taxes and assessments consist of that proportion of the taxes and assessments upon the entire parcel of real property containing the premises that the floor area of the portion of the building occupied by TENANT bears to the total ground floor area of the building in which the premises are located.

11. CONDEMNATION.

A. Total or Substantial Taking. If title to all of the premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the premises is so taken that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for TENANT's continued occupancy for the uses and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises, or part of the premises,

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is taken.

B. Partial Taking. If any part of the premises shall be so taken and the remaining part of the premises (after reconstruction of the then existing building in which the premises are located) is reasonably suitable for TENANT's continued occupancy for the purposes and uses for which the premises are leased, this lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the fixed rent shall be reduced in the same proportion that the floor area of the portion of the premises so taken (less any additions to premises by reconstruction) bears to the original ground floor area of the premises. LANDLORD shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this lease.

C. Disposition of Award. All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the LANDLORD, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee; provided, however, that LANDLORD shall not be entitled to any award made to TENANT for loss of business or depreciation to and cost of removal of stock and furniture.

D. Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

/////

12. REMEDIES

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A. Sub-Lease. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to him of any or all such subleases or subtenancies.

B. Advances by LANDLORD. In the event of TENANT's breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce LANDLORD's rights under this lease or otherwise, the sum, or sums, so paid by LANDLORD, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expense.

C. Attorney's Fees. In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be

enforceable whether or not such action is prosecuted to judgment.

D. Personal Property. TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, at the option of LANDLORD, except such property as may be mortgaged to LANDLORD.

13. NOTICES. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

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Earl L. Covey
c/o Robert L. Griffith
323 First Street (P. O. Box 126)
Woodland, California 95695

TENANT:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

14. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

15. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

16. CONSTRUCTION. The marginal headings of title to the paragraphs of this lease are not a part of this lease and shall have no

effect upon the construction or interpretation of any part of this lease.

17. BINDING ON SUCCESSORS. Subject to Paragraph 13, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

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18. OPTION.

A. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for two additional terms of one year each from and after the expiration of the preceding term upon the same terms and conditions as set forth in this instrument.

B. Exercise. The option granted herein must be exercised by TENANT by giving notice of exercise of renewal option not less than ninety (90) days prior to the expiration of the preceding term.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

Earl L. Covey

EARL L. COVEY

TENANT:

COUNTY OF YOLO, a political subdivision

BY Betsy A. Marchan &

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Rita E. Lucas

DEPUTY

(SEAL)

YOLO COUNTY AGREEMENT NO. 75-375

(11)

AGREEMENT MADE THIS 24 DAY OF November 197 75

BETWEEN

COUNTY OF YOLO

AND

WOODWARD-CLYDE CONSULTANTS

FOR

CONSULTING SERVICES

FILED

DEC 2 9 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

Micro Filmed

WHEREAS, County of Yolo, State of California (hereinafter "Client") desires Woodward-Clyde Consultants (hereinafter "Consultant"), Two Embarcadero Center, Suite 700, San Francisco, California 94111 to provide consulting services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the said consulting services shall be performed;

NOW THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

Consultant agrees to perform for Client the consulting services described in Proposal 75-P-0121 dated December 4, 1975 attached hereto and incorporated in this Agreement. Such services shall be performed during the period mentioned and at the times and locations specified.

The Scope of Services to be performed shall not be materially different from or more or less extensive than those referenced above unless such modifications are reduced to writing and signed by authorized representatives of Client and Consultant.

Client understands that the services hereunder are provided for its exclusive use and that such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Consultant are not to be used or relied upon by other parties.

ARTICLE II – CONTRACTUAL RELATIONSHIP

In performing the services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Client. As an independent contractor, Consultant will be solely responsible for determining the means and methods for performing the consulting services described in the Scope of Services.

ARTICLE III – COMPENSATION AND PAYMENT

As full consideration for the performance of services described herein, Client shall pay to Consultant the compensation provided for in Proposal 75-P-0121, Schedule of Fees and Charges.

Consultant shall submit monthly to Client in duplicate an invoice showing the services performed in the preceding month, and the charges therefore.

Within thirty (30) days from the invoice date Client shall pay the full amount of the invoice.

ARTICLE IV – INSURANCE

Consultant represents that it now carries and will continue during the term of this Agreement to carry Workmen's Compensation, Comprehensive General and Contractual Liability and Comprehensive Automobile Liability insurance.

If requested, Consultant shall provide to Client certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give Client thirty (30) days prior written notice of any cancellation of or material change in such policies.

ARTICLE V – CONDITIONS

Consultant represents that the services are performed, within the limits prescribed by Client, with the usual thoroughness and competence of the profession. No other warranty or representation either expressed or implied, is included or intended in the proposal, contracts, or reports.

Consultants' liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Consultant, other than professional errors and omissions, will be limited to Consultants general liability insurance coverage. For any damage on account of any error, omission, or other professional negligence, Consultants liability will be limited to a sum not to exceed $50,000 or Consultants fee, whichever is greater. In the event that the Client does not wish to limit Consultants professional liability to this sum, Consultant will waive this limitation upon the Client's written request provided that the Client agrees to pay for this waiver, an additional consideration of 4% of Consultants total fee or $200, whichever is greater.

Consultant will not be liable for Consequential damages which shall mean all indirect damages other than actual direct damages defined as damages incurred by Client as a result of nonconformity to customarily accepted good, sound, professional practices and procedures, including the correction or replacement of unsuitable, defective or damaged equipment, buildings or structures (or parts thereof) which were designed, engineered, purchased, built or impaired as a result of Consultant's negligence.

In the event that the Client makes a claim against Consultant, at law or otherwise, for any alleged error, omission or other act arising out of the performance of Consultant's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Consultant in defending itself against the claim, including but not limited to, personnel-related costs, attorneys' fees, court costs and other claim-related expenses.

Consultant will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to Consultants attention and correctly shown on the plans furnished by Client, in connection with work performed under this Agreement.

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ARTICLE VI – ASSIGNMENT AND SUBCONTRACT

Consultant's duties and obligations under this Agreement may not be assigned by it; however, with the approval of Client, Consultant may employ suitably trained and skilled persons or firms under subcontract to perform any part of the said duties and obligations.

ARTICLE VII – TERMINATION

Client shall have the right to terminate this Agreement in whole or in part. Upon receipt of any termination notice Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against Client with respect thereto.

ARTICLE VIII – ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then obtaining, except that such arbitration may not change the terms of this Agreement, and a judgement from any award so rendered shall be entered in any court of competent jurisdiction.

ARTICLE IX – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Client and Consultant. It supersedes all prior or contemporaneous communications, representations of agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

County of Yolo

Witness _____ LAURENCE P. HENIGAN, Clerk By _____ Title CHAIRMAN, BOARD OF SUPERVISORS,

By _____ DEPUTY

Woodward-Clyde Consultants COUNTY OF YOLO, STATE OF CALIFORNIA

Witness _____ By _____

Title

75-P-0121

JDS
GBB
ARD

WOODWARD-CLYDE CONSULTANTS

WESTERN REGION

CONSULTING ENGINEERS, GEOLOGISTS AND ENVIRONMENTAL SCIENTISTS

Suite 700
Two Embarcadero Center
San Francisco, CA 94111
415/956-7070

December 4, 1975
75-P-0121

Micro Fiched

Mr. Richard P. King
Assistant Director of Planning
Yolo County Planning Department
292 West Beamer
Woodland, CA 95695

Dear Rich:

I am writing to formalize our understanding that Woodward-Clyde Consultants has been authorized to conduct a study of the aggregate extraction operations in Yolo County. As you know, we have met with the Aggregate Resources Management Committee several times; to present our qualifications, to learn about the committee's needs, and to present a summary of the approach we propose to take. I received a telephone call from Ms. Sandy Motley on November 24, saying that the county board of supervisors had approved funds in the amount of $37,680 for our proposed study. I spoke with you on November 26 to schedule our first work session, but neglected to ask how we should formalize our understanding into a contract.

Enclosed is a statement of the scope of work for the project which we presented to the committee on November 19 and which was the basis of our cost estimate. Enclosed also is a schedule of fees and charges which can form the basis for a contract. If Yolo County wishes to use some other form of contract, please let me know so I can have our contract administrator work with your staff.

I am looking forward to meeting with you and the committee on December 9. If you have any suggestions concerning the necessary contractural arrangements, please let me know them. You can call me or Mrs. Angela Dunbar in our San Francisco office.

Sincerely,

Gail B. Boyd
Project Manager

GBB/ct
Enclosures
1

SCOPE OF WORK

Woodward-Clyde Consultants, Western Region, will conduct studies of the aggregate extraction operations on Cache Creek. The objectives of the study are (1) to synthesize existing information to provide a description of the area, the aggregate extraction operations, and their direct and indirect effects, (2) to formulate a series of candidate management alternatives for the Aggregate Resources Management Committee to consider, and (3) to assist the committee in understanding the implication of alternatives (e.g., environmental and socioeconomic) and assist them in selecting an alternative to recommend to the board of supervisors. The objectives will be accomplished by conducting the following tasks:

Task 1. Summarize the major issues and concerns expressed by the committee (and others) into a preliminary statement of the problem to be addressed in the study.

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Task 2. Compile and review background information from diverse sources.

Task 3. Summarize the available information into a description of the present conditions and historical trends in the Cache Creek area. This would take the form of a series of statements covering each of the major subject areas; e.g., stream hydrology, sediment transport, erosion and scour groundwater hydrology, water quality, aggregate resources, commercial extraction operations, economics, land use, ecology, and other environmental concerns.

Task 4. Describe the dominant physical and environmental conditions and processes in terms of a series of cause-and-effect relationships (to the extent that available information allows this to be done with a meaningful level of confidence).

Task 5. Compare these postulated chains of cause-and-effect with the original list of major issues and concerns to determine which subject areas warrant further considerations. The members will undoubtedly contribute many opinions as to the nature and importance of these chains of cause-and-effect. This decision should focus the study of those issues which are relevant to the ultimate goal of establishing a policy for managing aggregate operations. Some of the issues will probably be found to be invalid and can be "put to rest" for good. Other issues, though valid, will be judged to be relatively unimportant and can be set aside.

Task 6. Make a more detailed assessment of the important issues, drawing upon available published information and the knowledge of committee members, consultants, and various agencies. The purpose of this assessment will be to establish an information base for use in identifying and selecting among various management alternatives.

Task 7. Assist the committee in formulating a series of candidate management alternatives which could be applied to the aggregate extraction industries. Each candidate would be an attempt to optimize the relationships between beneficial and adverse effects.

Task 8. Assess the candidate management alternatives by describing the implications of adopting and implementing each. This would involve describing their effectiveness in attaining the desired benefits and any accompanying adverse effects (e.g., environmental impacts, economic loss).

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Task 9. Assist the committee in deciding among the candidate management alternatives. This would involve our structuring the decision-making process, describing the alternatives, impacts and implications with the committee, and clarifying the inherent difficulities of making trade-offs in the face of uncertainty.

Task 10. Prepare a brief report summarizing the current situation, the background information, the decision-making process, and the implications of the selected management alternatives. Be available when the committee recommendations are presented to the board of supervisors.

The study will result in the recommendation of a course of action, probably in the form of a recommended policy that the county should adopt regarding the several aggregate extraction operations. It is mutually understood that any such recommendation will ultimately be made on the basis of available information which will be incomplete in some respects, but the county accepts the inherent uncertainty in order to obtain a viable management policy. It is further understood that the project does not involve field measurements or tests, nor does it involve conducting original research to conclusively resolve the various technical problems surrounding the issue of what constitutes a viable management policy. The focus of the study will be to review and synthesize existing information and to clarify and guide the decision-making process.

Woodward-Clyde Consultants will conduct the study for a fee of $37,680. The outputs of the study will be brief bimonthly progress reports, a final report, and any appropriate intermediate documentation. The recommendation of a management policy is scheduled for mid-June; the final report submitted by July 15.

SUMMARY OF FEES AND CHARGES

The following method of charging is based upon guidelines set forth for engineering consulting services in Manual No. 45 of the American Society of Civil Engineers Committee on Standards of Practice.

Environmental Consulting Services

The charge for personnel other than officers will be salary cost rate times a 2.5 multiplier. Salary cost includes base salary rate plus the cost of employee fringe benefits which are related to salaries. Typical salary cost ranges are as follows:

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	($/hr)
Project/Branch Manager	17.00 - 26.40
Chief Scientist/Engineer	14.00 - 23.10
Senior Scientist/Engineer	10.00 - 16.50
Scientist/Engineer	7.50 - 12.10
Staff Scientist/Engineer	6.50 - 9.90
Draftsman/Illustrator/Editor	6.50 - 9.90
Technician	5.50 - 8.25
Secretary/Typist/Clerk	4.50 - 6.88

The charge for officers will be $65.00 per hour.

Subcontracts

The charge for services subcontracted, such as boat and vehicle rentals, aerial surveys, laboratory testing, special consultants, etc., will be charged at cost plus 15%.

Other Direct Non-Salary Costs

All other identifiable costs incurred will be charged at cost plus 15%. Examples would include: subsistence pay; fares of public carriers; communications; special supplies (e.g., the cost of obtaining documents, maps, photos, and other types of reference data) and/or equipment; tolls and car mileage; special drafting, stenographic, or printing supplies (including outside printing of photographs, photostats, blueprints, etc.); fees and insurance; permits and licenses; shipping charges; computer rentals and programming.

Laboratory Services

The charges for in-house laboratory services will be at salary cost rate times 2.5 multiplier, plus $5 per laboratory man-hour for the use of laboratory facilities. In addition, special supplies will be charged at cost plus 15%.

Book

RECEIVED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-376

L E A S E

THIS LEASE made and entered into this 29th day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and CLARENCE DANIELSON, hereinafter called TENANT,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. LANDLORD pursuant to § 2-7.101, et seq. of the Yolo County Code is authorized to lease real property without compliance with the formal bidding procedures required by statute provided the lease shall not be for a period exceeding one (1) year and shall not exceed an estimated rental of ONE HUNDRED ($100) DOLLARS.
2. LANDLORD desires to lease the hereinafter described real property pursuant to said provision of the Code and by execution of this lease finds that the estimated monthly rental of said real property does not exceed ONE HUNDRED ($100) DOLLARS.
3. TENANT desires to lease said real property for the purposes hereinafter set forth.

AGREEMENTS:

1. Description. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of property situated in the County of Yolo constituting a portion of the County Farm and more particularly described as set forth in Exhibit "A" attached hereto and incorporated by reference.
2. Term. The term of this lease shall commence on November 1st, 1975, and shall terminate on October 31st, 1976.

3. Rent.

A. Amount. The annual rental is a sum which constitutes the following percentage of the gross receipts of the following annual crops:

1. Barley 33-1/3%

2. Wheat 33-1/3%

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B. The decision as to which of the above stated crops to plant during the term of this lease shall reside with TENANT; provided, however, that TENANT shall exercise his best effort to produce a profitable crop consisting of barley and/or wheat.

C. Payment. Rent shall be payable upon the receipt by TENANT of the proceeds from the sale of the annual crop and in any event no later than the anniversary of the commencement of the term of this lease.

4. Disclaimer of Warranty. LANDLORD makes no warranty of the soil's suitability for growing the crops TENANT is authorized to grow under this lease.

5. Entry by OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assigns, at all reasonable times, to enter the leased premises, and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

6. Records. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assigns at all reasonable times for inspection.

7. Use. The premises are leased to TENANT for the planting, growing and harvesting of the following crops:

Barley and/or Wheat

TENANT shall not use or permit to be used any part of the premises for any purpose other than the purposes for which the premises are leased except upon written consent of LANDLORD. TENANT agrees to farm said land in a farmerlike manner and to make diligent effort to prevent the spread of all noxious weeds and rodents and other verterbrate pests on the leased premises during the term of the lease and to take reasonable measures to protect the premises from infestations of insets, spiders, mites, snails and other such pests. TENANT agrees to make diligent effort to prevent infestations of organisms that may produce disease in plants or animals that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD on demand.

8. Waste. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

9. Exculpatory Clause. TENANT agrees to keep LANDLORD free from all liability and claim for damages arising from any injury from any cause to any person, including TENANT, or to property of any kind belonging to anyone including TENANT while in, upon or in any way connected with the leased premises, during the term or any extension of this lease or any occupancy under this lease.

10. Sublease. TENANT shall not sublease any portion of said property without the consent of LANDLORD.

11. Re-taking. LANDLORD shall have the right to come in and take such portion of the leased premises as may be required of it

for buildings and improvements by giving ten (10) days' written notice of its intention to do so, which notice shall describe the premises to be re-taken; provided, however, TENANT shall be compensated for any loss suffered thereby in an amount as determined by the Agricultural Commissioner of LANDLORD and two disinterested farmers jointly appointed by LANDLORD and TENANT.

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12. Entrance Ways. TENANT may, subject to the approval of the County Engineer, make such entrance ways to said real property as TENANT may deem necessary and convenient to its farming operation.

13. Advances by LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

14. Notices. All notices to be given TENANT may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at 211 Buena Tierra Drive, Woodland, California 95695.

15. Taxes. Upon presentation to LANDLORD of a paid tax bill therefor, LANDLORD shall reimburse TENANT the amount of any property taxes levied upon TENANT's possessory interest in the premises.

16. Conditional Limitations. Each term and each provision of this lease performable by TENANT shall be construed to be

both a covenant and a condition.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Baker A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
LANDLORD

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

Micro Fiched

Clarence Danielson
CLARENCE DANIELSON
TENANT

November 13, 1975

A parcel of land being a portion of the Northwest Quarter of Section 30, T. 10 N., R. 2 E., M.D.B.&M., Yolo County, California, more fully described as follows:

Micro Fiched

COMMENCING at the Northwest corner of the County of Yolo Property, as said corner appears of record on that certain Record of Survey Map filed in Book 9 of Maps and Surveys at Page 41 in the Office of the Recorder of the County of Yolo; thence Easterly along the North line of said Property South 89° 34' 22" East 30.00 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said North line South 89° 34' 22" East 1,303.68 feet to the East boundary line of said Property; thence Southerly along said East boundary South 00° 18' 18" West 631.30 feet; thence North 89° 38' 51" West 1,302.74 feet to a point 30.00 feet East of the West boundary line of said Property; thence Northerly along a line parallel with and 30.00 feet East of said West boundary North 00° 13' 12" East 633.00 feet to the true point of beginning.

Containing 18.912 acres.

Exhibit "A"

AGREEMENT

This Agreement is entered into this 20th day of December, 1975 by and between the State of California, Department of Justice hereinafter called "Department" and the Public Defenders Office of the County of Yolo hereinafter called "County".

Micro Fiched

Pursuant to Penal Code Section 11050.5 (b), the "Department" agrees to provide to the "County" the services of "Department's" laboratory facilities and personnel and "Department's" technical experts, including but not limited to fingerprint examiners, criminalists, document examiners and intelligence specialists; for the purpose of assisting in the representation by "County" of persons in criminal proceedings.

"County" agrees to pay "Department" upon receipt of invoices in duplicate an amount equal to the actual cost of performance hereunder at the hourly rates so specified in exhibit "A" which is hereby made a part of this agreement. Said rates having been computed in accordance with Section 8760 of the State Administration Manual.

The period of this Agreement is Jan. 1, 1976 through ~~Dec. 31~~ JUNE 30, 1976 and may be cancelled upon thirty (30) days notice in writing given by either party to the other.

The total amount of this Agreement shall not exceed $ 2,000.

Pursuant to State Administrative Manual, Section 1201.4, a certified copy of resolution, order, motion or ordinance of the governing body of "County" authorizing execution by the official signing this Agreement on behalf of "County" shall be attached hereto and made a part hereof.

In witness whereof, this Agreement has been executed by the parties hereto.

State of California
Department of Justice

BY [signature]
TITLE Accounting Administrator

DATE 1/27/76

1515 Fifth Street, Room 500
Sacramento, California 95814

County of YOLO

BY [signature]
TITLE ~~CHAIRMAN BD. OF~~ SUPERVISORS

DATE COUNTY OF YOLO, STATE OF CALIFORNIA

Address: 725 Court Str.
Rm. 104
Woodland, CA 95695

10-21-74 mm

LAURENCE HENIGAN, Clerk
By [signature] Deputy

EXHIBIT A

1974-75 Fiscal Year Schedule of Rates to be charged for State of California, Department of Justice, Technical Experts:

	Rate
Criminalists	$21.25 per hour
Document Examiners	$20.00 per hour
Latent Print Analysts	$17.00 per hour
Polygraph Examiners	$20.75 per hour
Photographers	$13.00 per hour

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10-21-74 mm

BK

FILED

JAN- 6 1976

LAURENCE P. HANSON, Clerk

By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-378

THIS AGREEMENT made and entered into this 29th day of December, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and MOORE & TABER-NORTHERN CALIFORNIA, Consulting Engineers and Geologists, West Sacramento, California, a California Corporation hereinafter called "Engineer";

Micro Fiched

W I T N E S S E T H

WHEREAS, County intends to construct bridge and highway improvements and appurtenances across Chickahominy Slough at:

County Road 31 Bridge #31-16.08;

WHEREAS, it is necessary that engineering services be attained for foundation investigation and recommendations for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its Officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed bridge project.

2. Engineer shall furnish and perform, in a manner satisfactory to County, the professional services required for the design and construction of bridge and highway improvements and appurtenances proposed for the bridge project, said services including, but not limited to the description and scope of work as outlined for the location and shown in the attached proposal labeled Exhibit A.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit B" (and by reference made a part hereof):

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as determined by the Director of Public Works. The maximum total compensation for said engineering services shall be $1,150.00.

5. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

6. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. Engineer shall take out and maintain public liability and property damage insurance with an insurance carrier satisfactory to County to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from an act or activities of Engineer or any person acting for Engineer or under Engineer's control or direction, and also to protect against loss from liability imposed by law for damages to any property caused directly or indirectly by or from acts or activities of Engineer or any person acting for Engineer or under Engineer's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this agreement in amounts of not less than $100,000 for one person injured in one accident and not less than $300,000 for more than one person injured in one accident, and in the amount of $50,000 with respect to any property damage aforesaid. Proof of such insurance shall be filed with Clerk of the Board of Supervisors of the County of Yolo and shall be in a form satisfactory to County. The insurance policy shall insure the County of Yolo as an additional insured and shall have a "non-cancellation without thirty (30) day notice to County" clause and shall provide that copies of all cancellation notices shall be sent to the Board of Supervisors of County. If Engineer does not keep such insurance in full force and effect, County may take out the necessary insurance, and Engineer agrees to pay the cost of said insurance.

Micro Fiched

7. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design of improvements. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Exhibit A without any liability or obligation to Engineer.

8. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the

property of the County as permanent records.

9. Engineer shall complete and present to County for approval it's final report and drawings not later than six (6) weeks from date of contract.

10. In performance of this agreement, Engineer is and shall act as an independent contractor and not as an employee of the County of Yolo.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

By Robert C. McClelland
Chairman of the Board of Supervisors, County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Barbara A. Rodgers Deputy Clerk

MOORE & TABER-NORTHERN CALIFORNIA
Consulting Engineers & Geologists
536 Galveston Street, West Sacramento, California 95691

By: H R. Tabor
President

APPROVED AS TO FORM:

Deputy Robert Rest 1-6-76
County Counsel of Yolo County Date

EXHIBIT "A"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS
536 GALVESTON STREET - WEST SACRAMENTO, CALIFORNIA 95691 - (916) 371-1690

OTHER OFFICES:
SANTA ROSA
ANAHEIM
WOODLAND HILLS

December 11, 1975

Lloyd H. Roberts, Director
Department of Public Works
292 West Beamer Street
Woodland, California

Attention: Craig Hashimoto

Subject: Foundation Investigation 379/81 F
County Road 31, Bridge #31-16.8
across Chickahominy Slough

Micro Fiched

Dear Mr. Roberts:

I have inspected the above site and am pleased to present the following proposal to furnish foundation investigation services for design of the proposed bridge. Such services include drilling and sampling of test borings, field and laboratory soil testing, analysis of data, the "Log of Test Borings" drawing and the report of investigation and recommendations.

It is our understanding that the existing bridge is to be replaced on approximately the same roadway grade, but with a slight northerly shift of centerline. The new structure is indicated to be 32± ft wide, and to ultimately consist of three 30± ft open-abutment/column-bent supported standard reinforced concrete slab spans across a drainageway modified by lowering flowline 3± ft and flattening channel side-slopes. Initial construction envisions an un-modified channel and would consist of the central span of the ultimate structure, the bents acting as initial stage abutments.

Two test borings, 40-50± ft depth and supplemented by channel probings, are anticipated to delineate foundation support materials. Exploration would be performed in a manner consistent with the methods employed by Caltrans in making foundation investigations for structures on the State Highway System. Field soils tests and observations would be supplemented by laboratory soil testing as necessary to define

EXHIBIT "A"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

foundation support materials encountered. The bore[illegible] would be logged and all field testing performed by, or under the direct supervision of, a qualified engineer/geologist. The field and laboratory data would be evaluated and analyzed in accordance with current practice in foundation engineering and consistent with the procedures of Caltrans Structures Department. The log of the borings and results of tests would be presented on a "Log of Test Borings" drawing considered suitable for inclusion with contract plans.

The report of investigation summarizes the results of study, includes the "Log of Test Borings" and makes definite recommendations for type, elevation and loading of foundation elements. Where footing foundations are suitable and desirable, elevations and allowable soil pressures are given. Where piles are required--and/or are feasible and feasible--pile types, penetrations, installation criteria and allowable loadings are furnished. Pile installation criteria include minimum penetrations required, estimated lengths and evaluation of load capacity.

Micro Fiched

The report also discusses pertinent site conditions encountered, and structure conditions affected--such as scour, groundwater and lateral earth pressures--and makes recommendations appropriate for their consideration in design and construction of the foundations. Seismic evaluation of the site would be made in accordance with current Structures Department practice and be based upon foundation support data generated by this study. Our services also include a review of final foundation design, and consultation on matters concerning foundation conditions at the site which may arise during design or construction.

We are prepared to furnish the above services for a total cost not to exceed $1,[illegible].00; the final cost--subject to this maximum--determined by the time required at our current schedule of fees, attached. We appreciate your consideration in this work. If we can clarify or amplify any of the foregoing, or if we have mis-interpreted the desired scope of services, please call of us.

Very truly yours,

[illegible] TABER-NORTHERN CALIFORNIA

H. R. Taber

H. R. Taber

HRT/lh

Attachment: "Fee Schedule"

EXHIBIT "B"

FEE SCHEDULE

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LABORATORY TESTING

General Laboratory Testing - Equipment and Operator	$18.00/hour
Special Laboratory Testing (triaxial compression, permeability, etc.)	20.00/hour
Special Sample Preparation	15.00/hour
Direct Shear Test (at natural moisture)	7.00/test
Direct Shear Test (saturated and consolidated)	10.00/test
Direct Shear Test-Remolded (saturated and consolidated	18.00/test
Consolidation Test Without Rate Data	30.00/test
Consolidation Test-Rate Data on Single Load Increment	15.00/each
Unconfined Compression Test (tube samples)	8.00/test
Unit Dry Weight-Moisture Content (undisturbed samples)	4.00/test
Moisture Content	0.50/test
Specific Gravity - Aggregate	15.00/test
Specific Gravity - Fine Grained Soils	20.00/test
Maximum Dry Density-Optimum Moisture--AASHO T-99, ASTM D 698	50.00/each
Maximum Dry Density-Optimum Moisture--AASHO T-180, ASTM D 1557	60.00/each
Maximum Dry Density-Optimum Moisture--CTM 216	70.00/each
Grain Size Analysis-Dry Sieve (coarse or fine series)	12.00/serie
Grain Size Analysis-Wet Sieve (coarse or fine series)	18.00/serie
Wash-Minus 200 Sieve (ASTM 1140)	12.00/test
Grain Size Analysis (ASTM D 422)	40.00/test
Sand Equivalent	15.00/test:30.00/set of 3
Liquid Limit	15.00/test
Plastic Limit	15.00/test
Shrinkage Limit	15.00/test
Expansion Test-Undisturbed	8.00/test
Expansion Test-Remolded (Expansion Index)	20.00/test
Corrosivity Test (pH/minimum resistivity)	30.00/test
Resistance Value	75.00/test
Resistance Value (Lime or Cement Treated)	100.00/test
Los Angeles Abrasion Test	35.00/test
Sodium Sulfate Soundness (5 cycle)	25.00/size
Durability Index (coarse or fine)	37.50/test

July 1, 1975

EXHIBIT "B"

FEE SCHEDULE

Micro Fiched

ENGINEERING & FIELD SERVICES

Managing Engineer/Geologist	$32.00/hour
Supervising Engineer/Engineering Geologist (Registered/Certified)	28.00/hour
Senior or Project Engineer/Engineering Geologist (Registered/Certified)	25.00/hour
Field Engineer/Engineering Geologist (II)	21.00/hour
Field Engineer/Engineering Geologist (I)	19.00/hour
Technical Supervisor	20.00/hour
Senior Soils Technician	18.00/hour
Soils Technician (Fill Inspection/Testing)	15.00/hour
Field or Technical Assistant	12.00/hour
Drafting	15.00/hour
Special Consultation-Principals	50.00/hour
Professional Testimony-Full Day or Fraction Thereof (Depositions at hourly equivalent)	400.00/day
Drilling & Sampling-Auger/Rotary Rig & Crew*	40.00/hour
Drilling & Sampling-Portable/Skid or Jeep-mounted Rig & Crew*	34.00/hour

*Complete, includes "normal" complement of soil sampling gear (samplers, liners, etc) and "in-boring" test equipment (SPT, penetrometer, etc)--Additional charges for "special" sampling/"in-boring" test equipment (diamond coring, shelby samples, vane shear, flow meters, packers, inclinometer, etc).

Penetration Tests-Compressor, Air Hammer and Crew	33.00/hour
Auxiliary Field Equipment -	
Automobile or Pick-up	14.00/day
4 x 4 Truck	32.00/day
1½-Ton Flat-bed Truck	24.00/day
"Weasel" Tractor	100.00/day
Drilling Barge and Boat, Complete	240.00/day
Seismic Equipment (single channel) or Resistivity Equipment	5.00/hour
Nuclear Compaction Test Equipment	4.00/hour
Vehicle Use for Engineers, Geologists and Technicians	0.22/mile or 1.75/hour
Per Diem Allowance for Field Living Expenses -	
Technical Personnel	20.00/day
Drilling Crew	35.00/day
Seismic/Resistivity Crew	37.00/day
Special Investigation and/or Field Testing Programs	By Arrangeme
Outside Equipment Rental and Services (Backhoe, Bulldozer, etc.)	Cost + 15%
Other Expenses at Cost	
Requested Overtime at 130% of Regular Rates	

July 1, 1975

AGREEMENT NO. 75-379

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between John C. Martens
Route 1, Box 825
Esparto, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #41 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

John B. Martens

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On MAY 12, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN C. MARTENS

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett

Evelynn J. Puett
Name (Typed or Printed)

STAPLE HERE

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

Please note carefully the Liability Exclusions and Limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

GUARANTEE

No. 14762-026

Liability $100.00 Fee $ 25.00

Title Insurance and Trust Company

a corporation, herein called the Company,

GUARANTEES

THE COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: May 5, 1975 at 7:30 a.m.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest [signature]
SECRETARY

Addition to Reserve #41

TO (TSI) CA (2-68)
CLTA GUARANTEE
FORM NO. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE No. 14762-026

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of John C. Martens

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred and that, according to the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to said name(s), the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

Assessors Parcel No. 48-170-09

All that certain real property situate in the County of Yolo, State of California, particularly described as follows, to-wit:

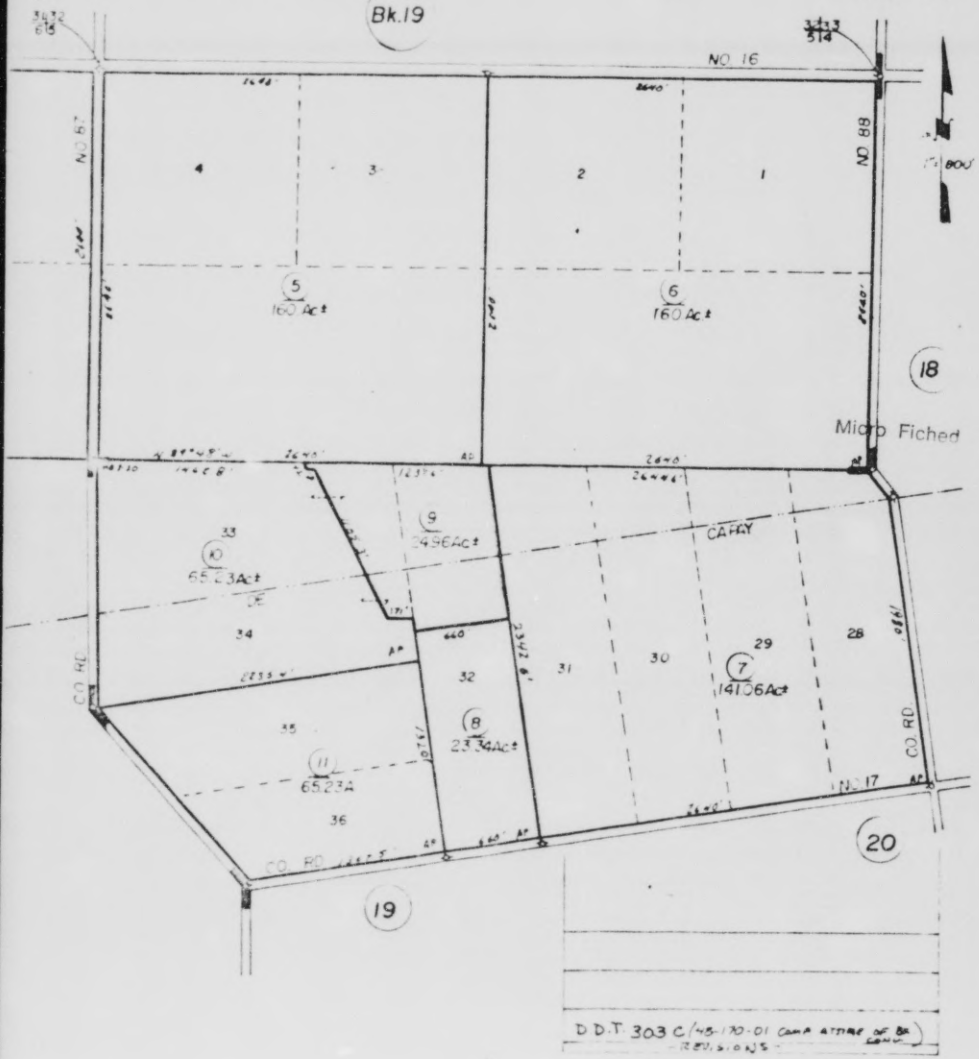
Parcel 1: The most Northerly sixteen (16) acres of Lot No. 32 as same is delineated upon that certain map entitled "Map of Woodland Tract", Yolo County, California, recorded in the Office of the County Recorder of Yolo County, California, on the 10th day of January, 1910.

Parcel 2: A portion of Lots 33 and 34 of the Woodland Tract, according to a map or plat thereof, filed at page 20 of Map book No. 2, in the records of Yolo County, California, described as follows:

Beginning at an iron monument in the center of the County Road and marking the Northwest corner of Lot 33 of said Woodland Tract; running thence South 89° 48' East, 2034.2 feet along the North line of said Lot 33 to the Northwest corner of Lot 32 of said Woodland Tract; thence South 8° 50' East 1058 feet along the West line of said Lot 32; thence South 89° 42' West 171 feet to the centerline of an irrigation ditch; thence North 26° 34' West 1100.3 feet along the centerline of said ditch; thence leaving the ditch, North 80° 48' West 60 feet; thence North 26° 34' West 42.1 feet; thence North 89° 48' West 1462.8 feet to the centerline of the County Road; thence North 0° 46' East 16.1 feet along the centerline of said County Road to the place of beginning.

B.&M. & RANCHO CANADA DE CAPAY

48-17



Assessor's Map Bk. 48, Pg. 17.
County of Yolo, Calif.

(73/74)

(formerly por. 21-78 & por 21-79)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessors Parcel Numbers Shown in Circles

AGREEMENT NO. 75-380

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between Victor D. Vieira and Carol K. Vieira
1417 Josephine Street
Berkeley, California 94703
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 18 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Victor D. Vieira

Carol K. Vieira

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo

{SS

ON May 15, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Victor D. Vieira and Carol K. Vieira

known to me to be the person s whose names subscribed to the within instrument, and acknowledged to me that t hey executed the same.

OFFICIAL SEAL
CAROL L. MANSKE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1979

Notary's Signature Carol L. Manske
Carol L. Manske

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

Form No. 15 (2-1-68)

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 25.00 LIABILITY $ 100.00 ORDER No 38405

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

VICTOR D. VIEIRA AND CAROL K. VIEIRA

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 6, 1975 at 7:00 am o'clock

TRANSAMERICA TITLE INSURANCE COMPANY

[signature] Authorized Officer or Agent of the Company

Form No. 331

Addition to Preserve No. 18 "Exhibit A"

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

VICTOR D. VIEIRA AND CAROL K. VIEIRA

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Parcel No. 50-100-01
Code Area 63-020

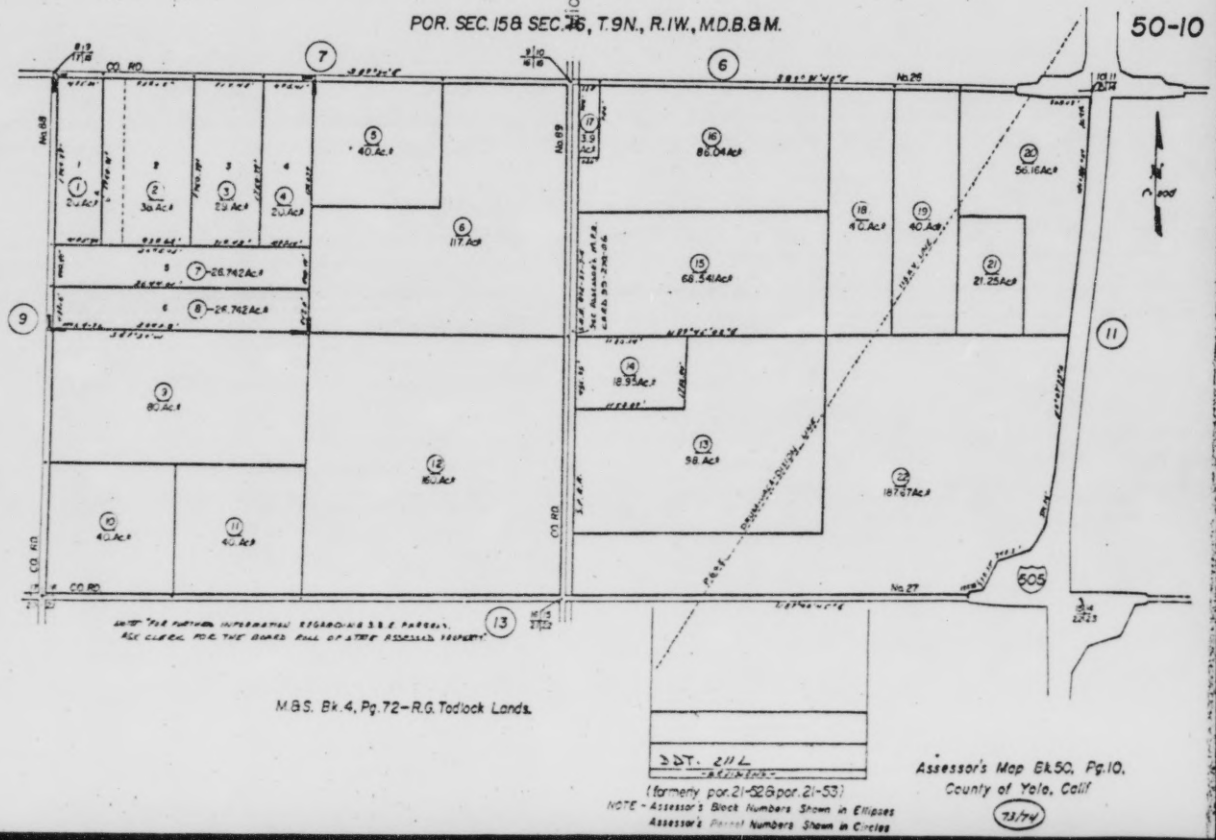
Micro Fiched

Tract 1 of R. G. Tadlock lands, as shown on the Plat thereof, recorded in Book 4 of Surveys, Page 72, records of said County.

EXCEPTING THEREFROM the above described property, the East 4 acres as conveyed to Elizabeth A. Vieira by Deed recorded March 30, 1966 in Book 823 of Official Records, Page 612.

ALSO EXCEPTING THEREFROM the above described property, the West 5 acres of the East 9 acres as conveyed to Elizabeth A. Vieira by Deed recorded August 8, 1966 in Book 834 of Official Records, Page 44.

Micro Fiched



Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

•

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

Form No. 1551

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

•

Alameda County
1525 Webster Street, Oakland
836-4772

•

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

•

Fresno County
1004 North Van Ness Avenue, Fresno
266-0461

•

Kern County
1100 Chester Avenue, Bakersfield
327-3061

•

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
937-3800

•

Orange County
830 North Main Street, Santa Ana
547-9571

•

Sacramento County
1424 - 21st Street, Sacramento
444-6323

•

San Diego County
State and A Streets, San Diego
239-8181

•

San Francisco County
214 Van Ness Avenue, San Francisco
863-3080

•

San Mateo County
802 Brewster Avenue, Redwood City
369-4121

•

Santa Clara County
151 West Santa Clara Street, San Jose
298-4242

•

Yolo County
519 Main Street, Woodland
662-5439

•

ASSOCIATED COMPANIES

•

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 1296) South Lake Tahoe

•

Marin County
MARIN TITLE GUARANTY COMPANY
1300 Fourth Street, San Rafael

•

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding

•

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 75-381

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between F. WESLEY WICKS AND WILMA B. WICKS, husband and wife, as joint tenants

329 Lincoln Avenue, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 23 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

F. Wesley Wicks

Velma B. Wicks

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 2, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared F. Wesley Wicks and Wilma B. Wicks

to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

STAPLE HERE

STEPHEN CRAIG HUNTER
Notary Public - California
Principal Office in Yolo County
My Commission Expires February 20, 1977

(This area for official notarial seal)

CLTA GUARANTEE
FORM NO. 15 6-12-68

RO 15300-066

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 25.00

Your Ref. Assessor's Parcel Nos. 48-060-16 & 48-060-17

a California corporation, herein called the Company, guarantees

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a Deed

Doc. recorded 1-5-1968 Doc. No. 232 in Book 871 Page 663 D.T.S.$ 3.30

In favor of F. WESLEY WICKS and WILMA B. WICKS, husband and wife, as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 37, Cadenasso and Colony, according to the Official Plat thereof, filed for record in the office of the County Recorder of Yolo County on July 13, 1892, in book 1 of Maps, page 29.

Dated: May 30, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

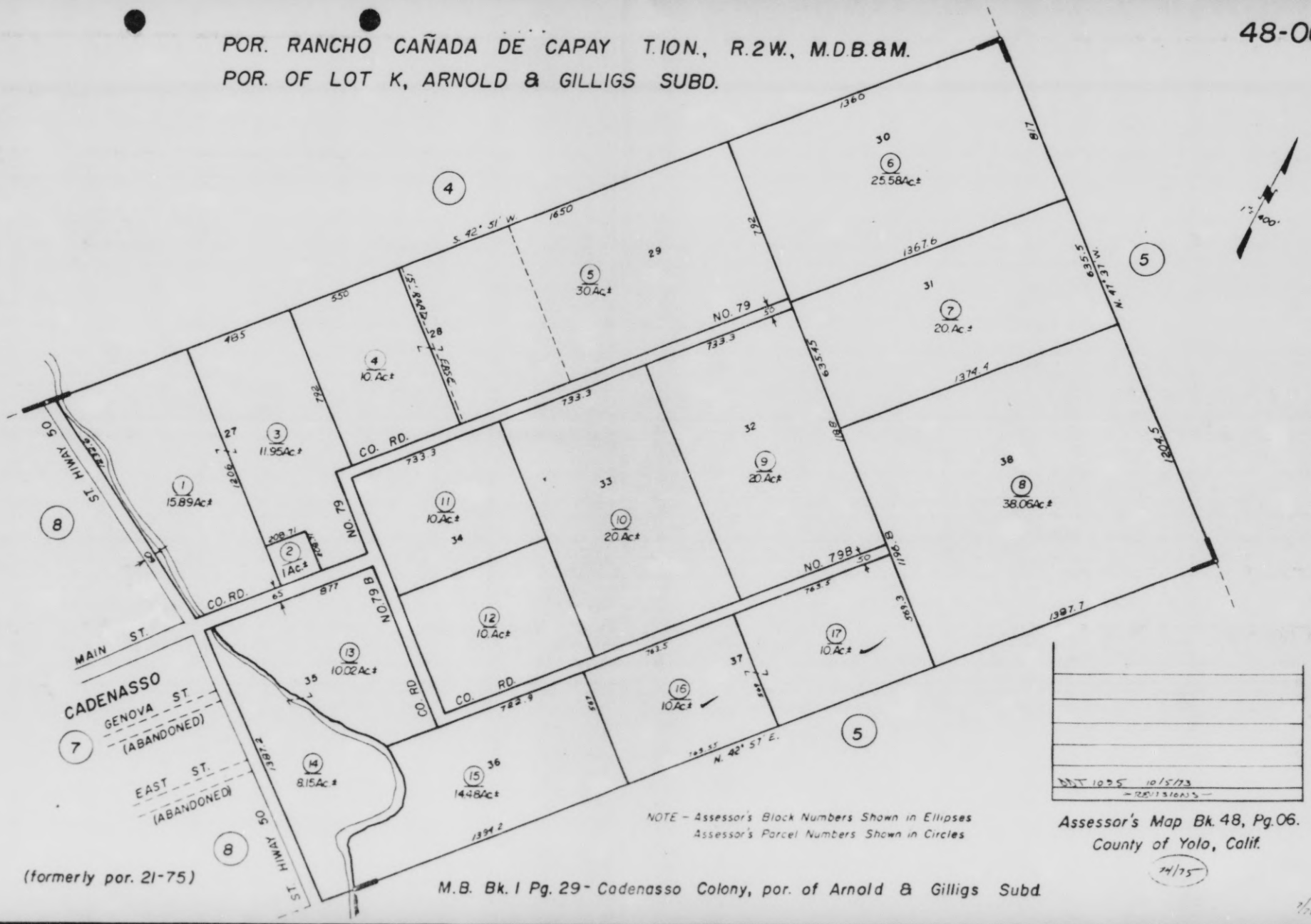
Attest: Richard W. Boulatt
SECRETARY

"Exhibit A"

Addition to Preserve No. 23

48-06

POR. RANCHO CAÑADA DE CAPAY T.10N., R.2W., M.D.B.&M.
POR. OF LOT K, ARNOLD & GILLIGS SUBD.



(formerly por. 21-75)

M.B. Bk. 1 Pg. 29 - Cadenasso Colony, por. of Arnold & Gilligs Subd.

Assessor's Map Bk. 48, Pg. 06.
County of Yolo, Calif.

11/75

7/72

AGREEMENT NO. 25-382

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Grace B. Woody, Leo E. Dressler, Rolene M. Dressler

2355 25th Ave. Sacramento, Calif. 95822
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 2 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Grace B. Woody

Roland M. Dressler

Leo E. Dressler

State of California, County of Yolo
On this 20 day of May 1975 personally appeared before me, R.H. MacLaughlin a notary public Grace B Woody, Roland M. Dressler and Leo E. Dressler known to me to be the persons who names are subscribed to the within instrument and acknowledge to me the executed the same

R.H. MacLaughlin

My Comm Ex 5-9-78

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 25.00 LIABILITY $ 100.00 ORDER No. 38424

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES
GRACE B. WOODY, LEO E. DRESSLER and ROLENE M. DRESSLER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 15, 1975 at 7:00 o'clock A.M.
GL/cm

TRANSAMERICA TITLE INSURANCE COMPANY

by John C Blackburn
Assistant Secretary for the Company

Addition to Preserve No 2

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 28424

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

GRACE B. WOODY, LEO E. DRESSLER and ROLENE M. DRESSLER

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Parcel No. 49-180-17 Code Area 63-013

Twenty-five acres, lying partly in Lot 5 and partly in Lot 6 of "George Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the Map thereof, filed for record in the office of the Yolo County Recorder on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

beginning at a point on the Southerly boundary line of and North 76°19' West 379.74 feet from the Southeast corner of said Lot 6, and running thence along the Southerly boundary lines of said Lot 6, and said Lot 5, South 76°19' East 742.63 feet; thence leaving said Southerly boundary line North 13° 41' East 1575.53 feet; thence North 76°19' West 15.57 feet to the Northeast corner of said Lot 6; thence along the Northerly boundary line of said Lot 6 South 86°38' West 760.48 feet; thence leaving said Northerly boundary line South 13°41' West 1352.55 feet to the point of beginning.

Micro Fiched

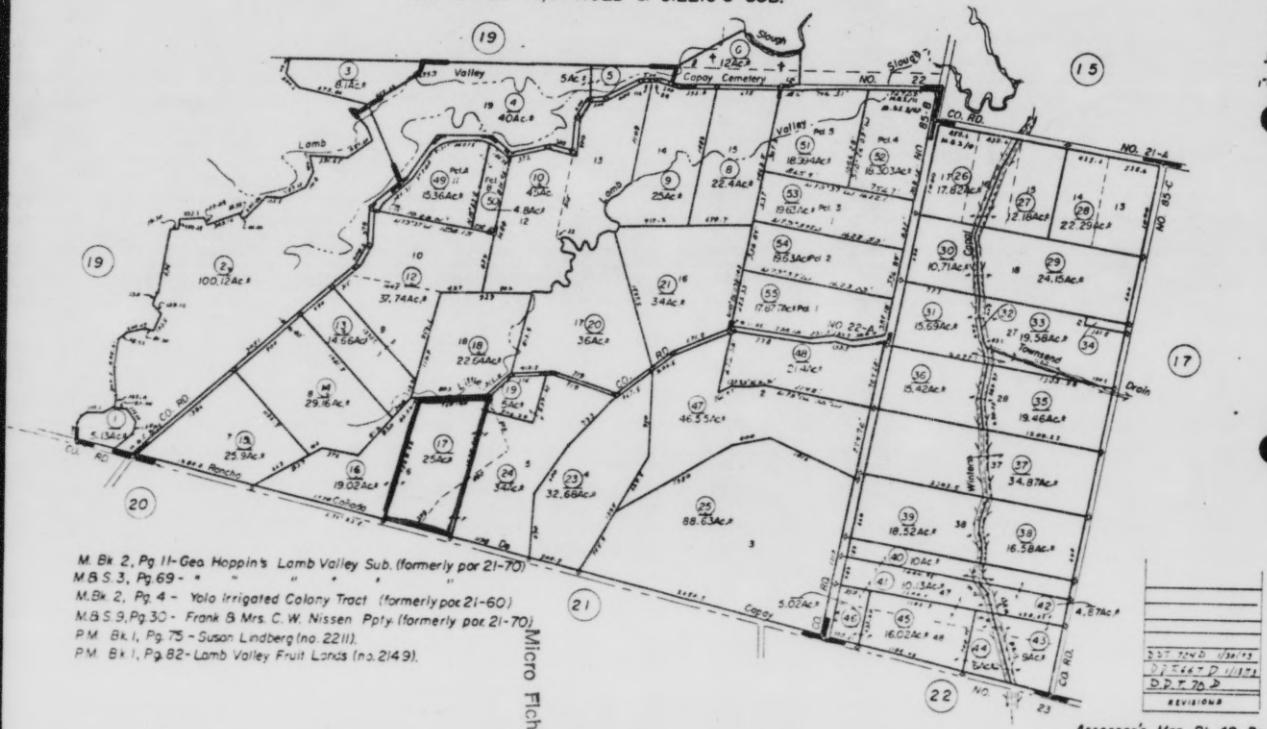
EXCEPTING an undivided one-half interest in all minerals, oil and gas located in or under said property, as reserved by Herbert Forbes and Lillian Forbes, his wife, as joint tenants, in a Deed to Robert P. Belflower and wife, dated February 4, 1954, recorded February 11, 1954, in Book 413 of Official Records, at page 583.

XXXXXX

POR. RANCHO CAÑADA DE CAPAY T.10N., R.2W., M.D.B.&M.
POR. OF LOT R., ARNOLD & GILLIG'S SUB.

49-18

1" = 600'



M. Bk. 2, Pg. 11 - Geo. Hoppin's Lamb Valley Sub. (formerly por. 21-70)
M & S. 3, Pg. 69 - " " " " " "
M. Bk. 2, Pg. 4 - Yolo Irrigated Colony Tract (formerly por. 21-60)
M & S. 9, Pg. 30 - Frank & Mrs. C. W. Nissen Ppty. (formerly por. 21-70)
P.M. Bk. 1, Pg. 75 - Susan Lindberg (no. 2211).
P.M. Bk. 1, Pg. 82 - Lamb Valley Fruit Lands (no. 2149).

Micro Fiched

DOT FUND	1/30/73
DIRECT D	1/1/72
DPT 70 P	
REVISIONS	

Assessor's Map Bk. 49 Pg. 18
County of Yolo, Calif.
7/1/74

NOTE - Assessor's Block Numbers Shown in Ellipse
Assessor's Parcel Numbers Shown in Circles

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

•

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

Form No. 1414

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

•

Alameda County
1525 Webster Street, Oakland
836-4772

•

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

•

Fresno County
1004 North Van Ness Avenue, Fresno
266-0461

•

Kern County
1100 Chester Avenue, Bakersfield
327-3061

•

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
937-3800

•

Orange County
830 North Main Street, Santa Ana
547-8571

•

Sacramento County
1424 - 21st Street, Sacramento
444-6323

•

San Diego County
State and A Streets, San Diego
239-8181

•

San Francisco County
214 Van Ness Avenue, San Francisco
863-3080

•

San Mateo County
802 Brewster Avenue, Redwood City
369-4121

•

Santa Clara County
151 West Santa Clara Street, San Jose
298-4242

•

Yolo County
519 Main Street, Woodland
662-5439

•

ASSOCIATED COMPANIES

•

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 1296) South Lake Tahoe

•

Marin County
MARIN TITLE GUARANTY COMPANY
1300 Fourth Street, San Rafael

•

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding

•

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 25-283

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Richard G. Grossbeck and Judy A. Grossbeck Rt #1 Box 459 Esparto, Calif. 95627

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 42 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Richard G. Swanson

Judy L. Swanson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

70 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF YOLO } ss.

On JUNE 9, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard G. Groesbeck and Judy A. Groesbeck

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Name (Typed or Printed)

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1978

(This area for official notarial seal)

STAPLE HERE

FORM NO. 15 (9-12-68)

TI

RO 15300-047

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 25.00

Your Ref. A.P. No.: ~~47-140-047~~ 47-140-04

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: Deed

Doc. recorded 3-11-1974 Doc. No. 3213 in Book 1096 Page 39 D. T. S. $ 85.25

In favor of RICHARD G. GROESBECK and JUDY A. GROESBECK, his wife, as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: All that real property situate in the County of Yolo, State of California, described as follows: All that portion of the Southeast quarter of Section 1, Township 9 North, Range 2 West, M.D.B.& M., described as follows: BEGINNING at the Southeast corner of said Section 1, and running thence West along said South line, a distance of 20.00 chains; thence North 40.00 chains to the North line of said Southeast quarter; thence East along said North line, a distance of 20.00 chains to the Northeast corner of the Southeast quarter of said Section 1; thence South along the East line of the Southeast quarter of said Section 1, a distance of 40.00 chains to the point of beginning.

Dated: May 22, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

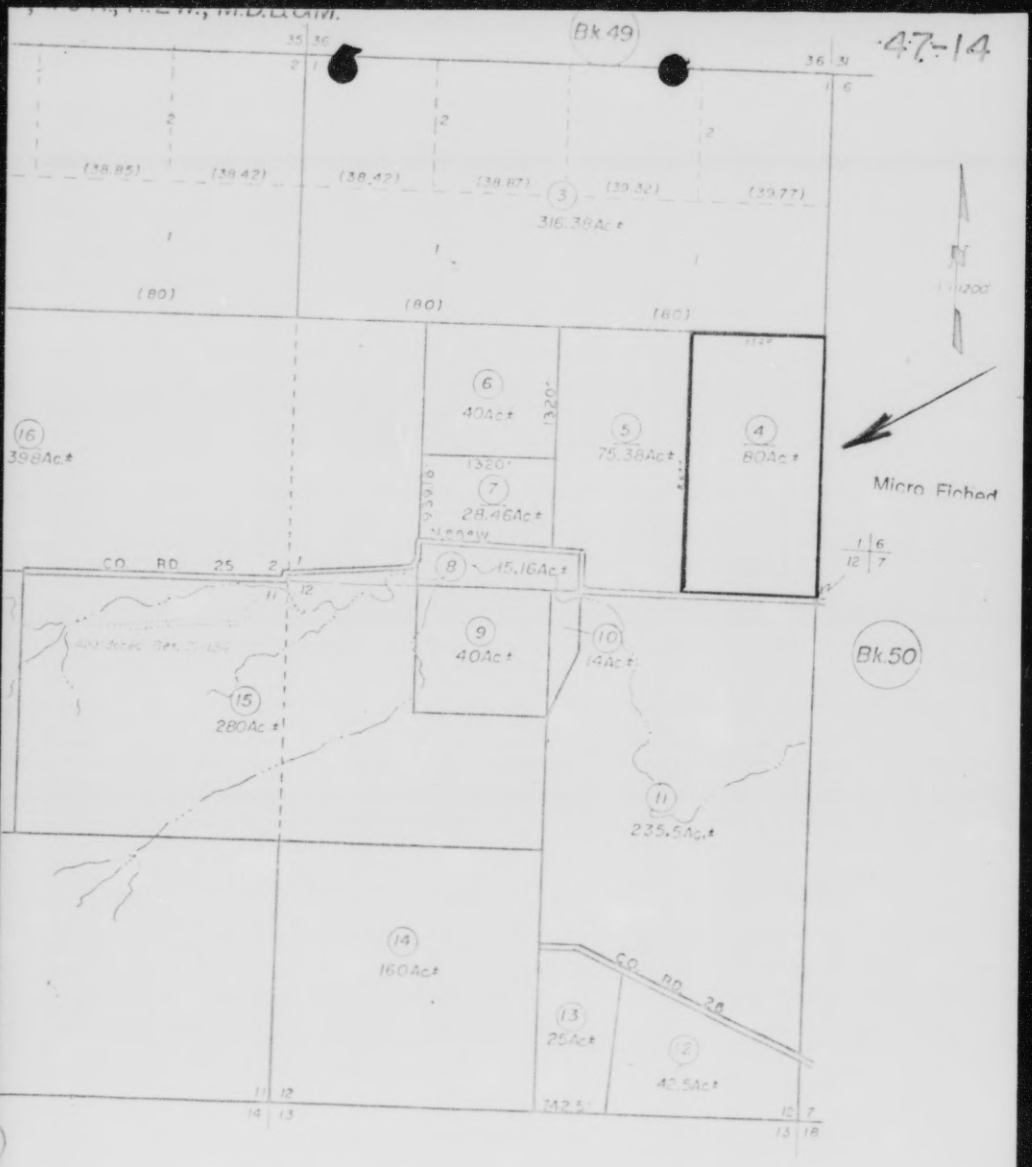
by

PRESIDENT

Attest:

SECRETARY

"Exhibit A" Addition to Preserve #42


Bk 49
47-14
316.38Ac±
(80)
(80)
(80)
(38.85)
(38.42)
(38.42)
(38.87)
(39.32)
(39.77)
1320'
1320'
1320'

AGREEMENT NO. 25-384

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between J. CURTIS NEWMAN and C. DONOVAN SMITH also known as DON SMITH

P. O. Box 827, Pittsburg, California 94565
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 8 by the County by Resolution No. 75-164, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

J. Curtis Newman J. Curtis Newman

C. Donovan Smith aka Don Smith C. Donovan Smith

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.

On this 5th day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared J. CURTIS NEWMAN, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Micro Fiched

Warren D. Weaver
Notary Public in and for said
County and State of California.
My Commission expires: Jan 29, 1979

WARREN D. WEAVER
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 29, 1979

STATE OF CALIFORNIA
C
COUNTY OF YOLO ss.

On this 13 day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared C. DONOVAN SMITH also known as DON SMITH, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen B. Wertman
Notary Public in and for said
County and State of California.
My Commission expires: 4-27-79.

KATHLEEN B. WERTMAN
Notary Public - California
COUNTY OF YOLO
My Commission Expires April 27, 1979

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On Dec 30, 1925, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A MARSHALL, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, CLERK

LAURENCE P. HENIGAN, COUNTY CLERK
Ballard Rodgers

GUARANTEE

71 3101

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70294-A Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

JOHN YOUNG, Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 16, 1975 @ 8:00 A.M. , in the County of YOLO,

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Goodyo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"EXHIBIT A" (CLTA GUARANTEE FORM PAGE LREV A.R.T.T.) Addition to Preserve #8

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70294-A Effective Date: May 16, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title to the herein described property vests in:

J. CURTIS NEWMAN, an undivided 1/2 interest; C. DONOVAN SMITH, also known as Don Smith, an undivided 1/2 interest.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL 1:

BEGINNING at the Northeast corner of the land of J. M. Johnson, as shown by deed recorded in Book 33 of Deeds, Page 278, Yolo County Records, and running thence South along the East boundary of said J. M. Johnson's land 1604 feet to the South bank of a small arroyo; thence North 79° East, 738 feet; thence North 44° 30' East 332 feet; thence North 56° 30' East, 129 feet; thence North 08° 30' East, 148 feet; thence North 75° 30' East, 126 feet; thence North 66° 30' East, 77 feet; thence North 29° East, 171 feet along the South side of said arroyo to the South boundary of lands of Samuel Wright; thence West 1317 feet to the Southwest corner of the lands of said Samuel Wright's ;land; thence North 08° 15' West, 846 feet along the West boundary of said Wright's land; thence North 89° 30' West, 295 feet; thence North 71° West, 415 feet; thence North 64° West, 322.8 feet to the bottom of a small arroyo; thence South 60° 45' West, 150 feet to an oak tree 4 feet in diameter; thence South 03° 30' East, 501.7 feet; thence South 13° 30' East, 592 feet to the North boundary line of said J. M. Johnson's land; thence East along said Johnson's North boundary 122 feet to the place of beginning.

EXCEPTING THEREFROM that parcel deeded to Jacob C. Winter, by instrument recorded in Book 79 of Deeds, Page 154, Yolo County Records.

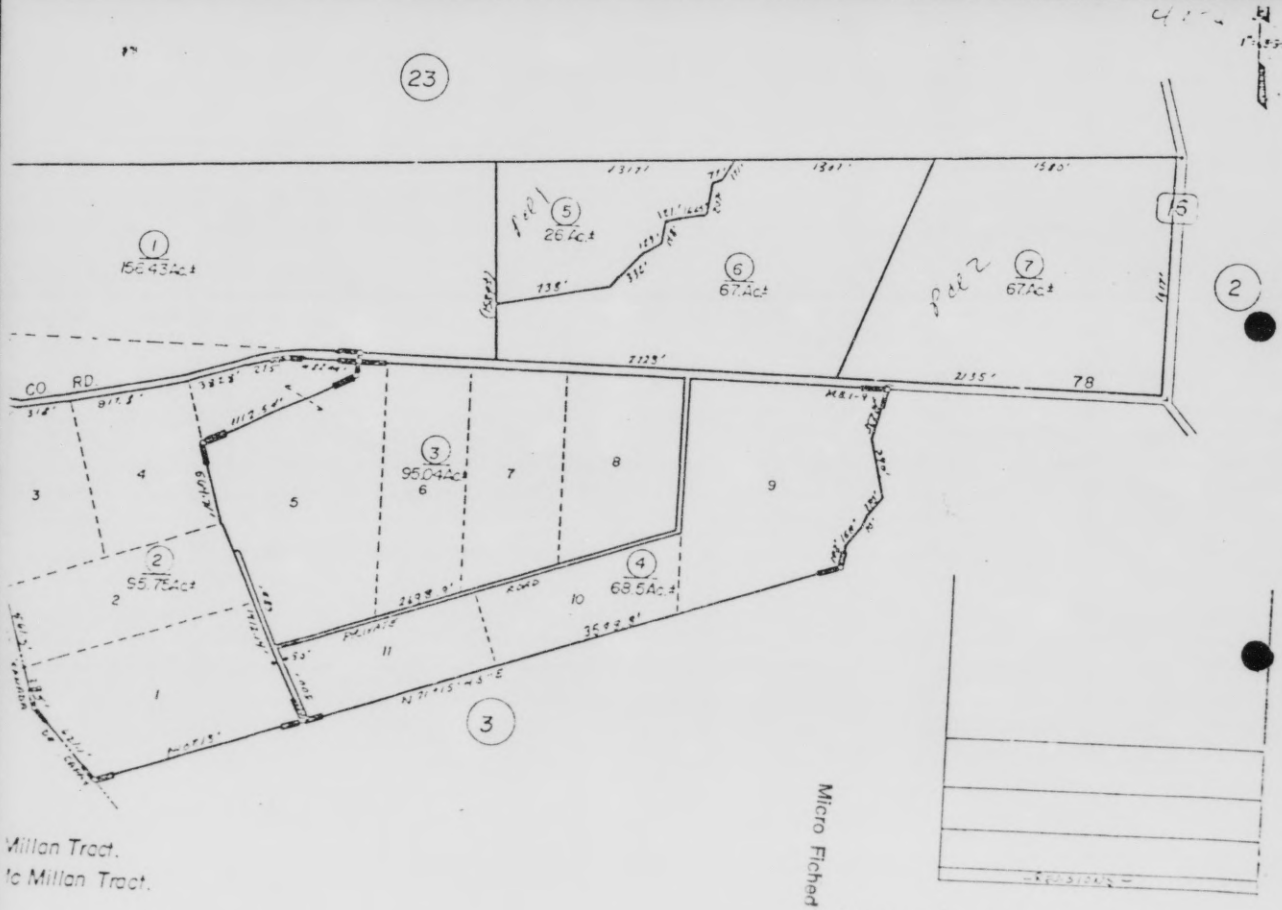
(CONTINUED)

PARCEL 2:
That tract and parcel of land bounded by a line beginning at the Southeast corner of land owned by Thomas J. Hutchinson, as shown by deed recorded in Book 40 of Deeds, Page 519, Yolo County Records (said corner being at the intersection of the center line of the County Road with the division line between the lands of Arnold and Gillig and those of Henry Rhodes); and running thence North 1617 feet along the center of the County Road to the Southeast corner of the land of Samuel Wright; thence West 1580 feet along the South boundary line of said Wright's land to the center of arroyo; thence Southerly along the center of said arroyo and the West branch thereof to the division (or Grant) line between said lands of Arnold and Gillig and those of Henry Rhodes; thence East 2135 feet along said division (or Grant) line to the point of beginning.

Micro Fiched

NOTE: 1974-75 Yolo County Tax Assessment Roll
PARCEL NO. 1: Assessment Parcel No. 48-010-05
PARCEL NO. 2: Assessment Parcel No. 48-010-07

NOTE: This Guarantee is limited to the above described property.


23
1
156.43 Ac±
5
26 Ac±
6
67 Ac±
7
67 Ac±
15
2
CO RD.
7329'
2135'
78
3
95.04 Ac±
2
95.75 Ac±
4
68.5 Ac±
3
Micro Fiched
Assessor's Map Bk. 48 Pg. 01.
County of Yolo, Calif.
Millan Tract.
to Millan Tract.

AGREEMENT NO. 75-385

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between PHILIP J. PHILLIPS, JR. ELIZABETH M. PHILLIPS

Route 1, Box 274, Esparto, California 95627
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 2 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Ruby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert A. Kelly

Elizabeth R. Phillips

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 11, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP J. PHILLIPS, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Micro Fiched

Richard P. Hoppin

OFFICIAL SEAL
RICHARD P. HOPPIN
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Jan. 28, 1977

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 11, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared ELIZABETH M. PHILLIPS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Richard P. Hoppin

OFFICIAL SEAL
RICHARD P. HOPPIN
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Jan. 28, 1977

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
Form No. 13 (2-1-68)

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 25.00 LIABILITY $100.00 ORDER No. 38433

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Micro Fiched

RICHARD HOPPIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 21, 1975 at 7:00 o'clock A.M.

GL/cw

TRANSAMERICA TITLE INSURANCE COMPANY

by John C. Blackburn

Assistant Secretary for the Company

Form No. 331 "Exhibit A-1 Addition to Preserve No. 2

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

PHILIP J. PHILLIPS, JR. AND ELIZABETH M. PHILLIPS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

State of California, County of Yolo, and said being:

Parcel 4 as shown on Parcel Map No. 2403, a portion of Lot "E" of Arnold and Gillig's Subdivision of a part of Rancho Canada De Capay and also a portion of Proj. Sections 22 and 23 T. 10 N., R 2 W., M.D.B.& M., in Rancho Canada De Capay. Recorded in Book 2 of Parcel Maps at page 59, Official Records of said County.

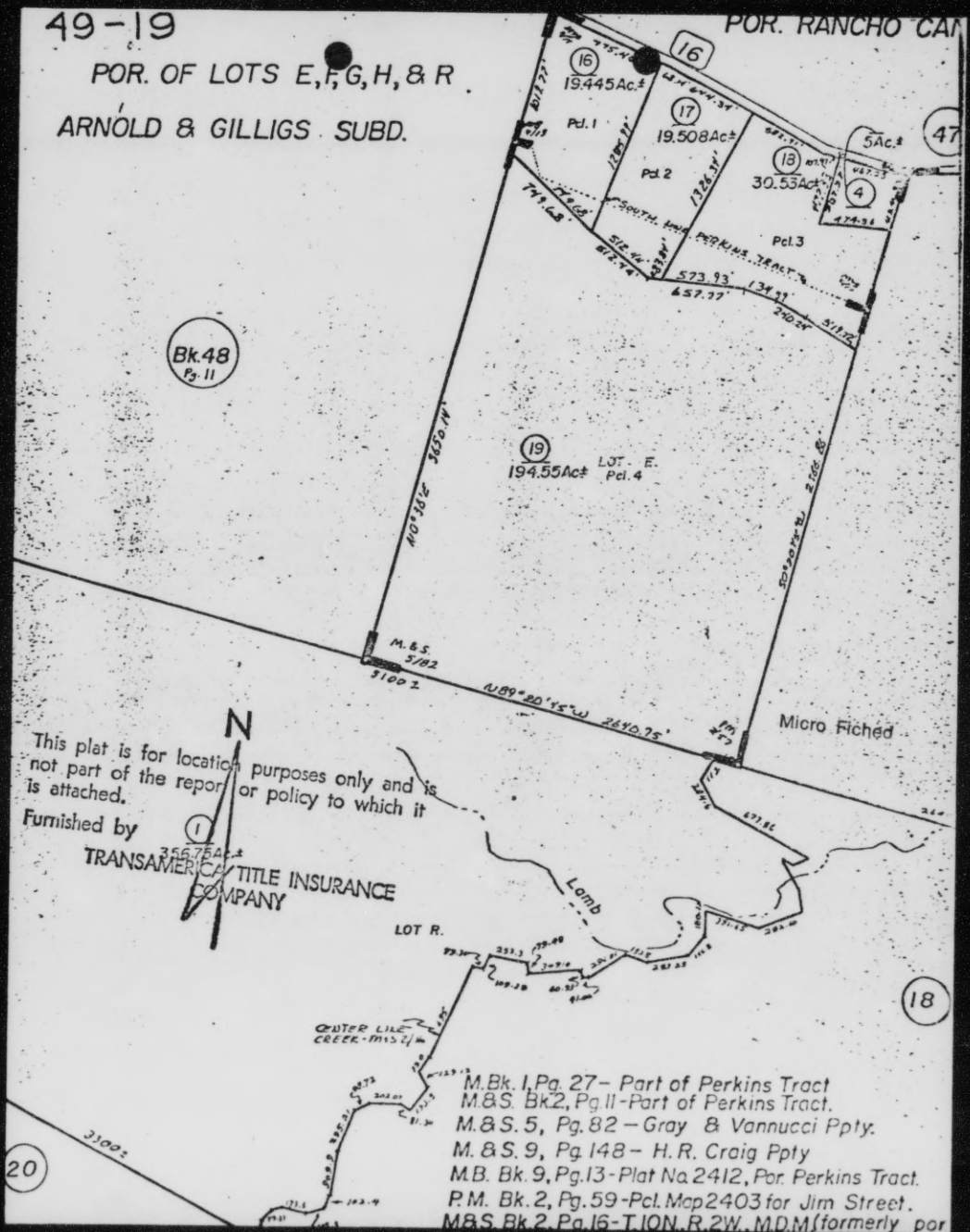
Micro Fiched

EXCEPTING THEREFROM 50 percent of any and all oil, gas and other hydrocarbon substances in and under the land therein above described as reserved in deed recorded September 21, 1965 in Book 808 of Official Records at page 201.

RESERVING AND EXCEPTING THEREFROM the remaining undivided 50 per cent of all oil, gas, and other hydrocarbon substances in and under the land hereinabove described lying below a depth of 500 feet from the subsurface of said land, for a period of fifteen years (15), commencing on November 19, 1974.

TOGETHER WITH an easement for access and utility purposes over and across a 60' strip of land as described in that certain Declaration recorded in Book 1117 of Official Records at page 367, the location of the center line of said 60' strip of land being shown and designated "Center Line of 60' road easement 1117 Official Records 367" on that certain parcel map recorded in Book 2 of Parcel Maps, Page 59 Yolo County records.

A.P.N. 49-190-19


49-19
POR. OF LOTS E, F, G, H, & R
ARNOLD & GILLIGS SUBD.
POR. RANCHO CA
16
19.445Ac.±
Pcl. 1
17
19.508Ac.±
Pcl. 2
18
30.53Ac.±
5Ac.±
4
47
Pcl. 3
Bk. 48
Pg. 11
19
194.55Ac.± LOT E.
Pcl. 4
N0°18'E 5650.11'
S0°40'05"E 2665.48'
M. & S.
5/102
31002
N89°20'45"W 2640.75'
Micro Fiched
N
This plat is for location purposes only and is not part of the report or policy to which it is attached.
Furnished by
TRANSAMERICA TITLE INSURANCE COMPANY
1
356.75Ac.±
Lomb
LOT R.
18
OUTER LILE CREEK-MISL'N
20
M. Bk. 1, Pg. 27 - Part of Perkins Tract
M. & S. Bk. 2, Pg. 11 - Part of Perkins Tract.
M. & S. 5, Pg. 82 - Gray & Vannucci Ppty.
M. & S. 9, Pg. 148 - H. R. Craig Ppty
M. B. Bk. 9, Pg. 13 - Plat No. 2412, Por. Perkins Tract.
P. M. Bk. 2, Pg. 59 - Pcl. Map 2403 for Jim Street.
M & S. Bk. 2, Pg. 16 - T. 10N. R. 2W. M.D.M. (formerly por

Transamerica Title Insurance Company

Form No. 144

Transamerica Title Insurance Co

HOME OFFICE
600 Montgomery Street
San Francisco, California 94111
(415) 983-4400

•

Northern California Operations
244 Pine Street
San Francisco, California 94104
(415) 983-4600

•

Southern California Operations
Third and La Cienega
Los Angeles, California 90048
(213) 655-3000

•

Washington-Alaska Operations
Park Place
Sixth Avenue at University Street
Seattle, Washington 98101
(206) 628-4650

•

Oregon Operations
409 S.W. Ninth Avenue
Portland, Oregon 97205
(503) 222-9931

•

Arizona Operations
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Operations
1837 California Street
Denver, Colorado 80202
(303) 534-9066

•

Michigan Operations
20830 Rutland Drive
Southfield, Michigan 48075
(313) 358-4100

•

Nevada Operations
437 South Sierra Street
Reno, Nevada 89501
(702) 786-1871

•

Texas Operations
3820 Buffalo Speedway
Houston, Texas 77006
(713) 622-2611

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

Alameda County
1525 Webster Street, Oakland

•

Contra Costa County
1322 North Main Street, Walnut Creek

•

Fresno County
1004 North Van Ness Avenue, Fresno

•

Kern County
1100 Chester Avenue, Bakersfield

•

Los Angeles County
Third and La Cienega, Los Angeles

•

Marin County
818 Fifth Avenue, San Rafael

•

Orange County
830 North Main Street, Santa Ana

•

Placer County
424 Vernon Street, Roseville

•

Riverside County
4001 Main Street, Riverside

•

Sacramento County
424 - 21st Street, Sacramento

•

San Bernardino County
577 North D Street, San Bernardino

•

San Diego County
7100 Convoy Court, San Diego

•

San Francisco County
244 Pine Street, San Francisco

•

San Mateo County
302 Brewster Avenue, Redwood City

•

Santa Clara County
90 North First Street, San Jose

•

Solano County
609 Jefferson Street, Fairfield

•

Yolo County
519 Main Street, Woodland

•

NEVADA OPERATIONS
437 South Sierra Street, Reno

ASSOCIATED COMPANIES

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1600 Court Street, Redding

•

Sonoma County
TRANSAMERICA TITLE COMPANY
435 E Street, Santa Rosa

AGREEMENT NO. 25-386

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1925, by and between

JERRY Lee TAYLOR
BRENDA B TAYLOR
STAR RT Box 10 CAPAY CALIF 95607
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 23 by the County by Resolution No. 25-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page __, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Charles T. Taylor

Barbara B. Taylor

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 9, 1975, before me, the undersigned, ~~County Clerk of the County of Yolo,~~ personally appeared Jerry Lee Taylor, known to me to be the ~~Chairman of the Board of Supervisors of the County of Yolo~~, and also ~~known to me~~ to be the person who executed said document. ~~on behalf of the County of Yolo~~, ~~and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.~~

Witness my hand and official seal the day and year first above appearing.

OFFICIAL SEAL
CAROL L. MANSKE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1979

Micro Fiched

Carol L. Manske

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA
COUNTY OF Yolo) SS

ON June 13, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brenda B. Taylor

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

OFFICIAL SEAL
CAROL L. MANSKE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1979

Notary's Signature Carol L. Manske
Carol L. Manske

GENERAL ACKNOWLEDGMENT
Form No. 14

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Dec 30, 1925, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A MARCHER, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, CLERK

LAURENCE P. HENIGAN, COUNTY CLERK
Barbara Rodgers

CLTA Guarantee
(2-1-68)

LOT BOOK

FEE FOR GUARANTEE $ 25.00 LIABILITY $ 100.00 ORDER No. 38387

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

JERRY LEE TAYLOR AND BRENDA B. TAYLOR

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 6, 1975 at 7:00 o'clock a.m.

JL/smh

TRANSAMERICA TITLE INSURANCE COMPANY

by John C Blackburn
Assistant Secretary for the Company

rm No. 354 "Exhibit A" Addition to Reserve # 23

ORDER NO. 38387

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

JERRY LEE TAYLOR AND BRENDA B. TAYLOR, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Parcel No. 48-050-06 Code Area 63-039

Micro Fiched

A portion of Block "A" Arnold and Gilligs, Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

Beginning at the Northeast corner of the "L. H. Taber's Subdivision of a part of Block "A" of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay" and extending thence West along the North line of said Taber's Subdivision and along the projection of said North line Westerly to the point of intersection with the West line of said Block "A", a total distance of 2645.60 feet; thence North up and along the West line of said Block "A" a distance of 3746.50 feet to the point of intersection with the center line of an occupied property line; thence East along said occupied and fenced property line a distance of 1531.80 feet to a property line corner on the center line of Cache Creek; thence down and along said center line of Cache Creek, South 10° 15' East 1260 feet; thence South 37° 45' East 500 feet; thence South 55° 30' East 708 feet to the point of intersection with the East line of said Block "A"; thence South down and along the said East line of said Block "A" a distance of 1710.25 feet to the point of beginning and including 189.66 acres of land, more or less.

EXCEPTING THEREFROM that portion described as follows: Beginning at the Northwesterly corner of "L. H. Taber's Subdivision of a Part of Block A. Arnold and Gillig's Subdivision of Rancho Canada de Capay", as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on August 3, 1895, in Book 1 of Maps, at Page 19, said point being distant East 1337.00 feet from the Northwesterly corner of that certain parcel of land described in the Deed to Loren H. Taber, a married man, dated November 26, 1965, recorded January 3, 1966, Book 817, Page 180, Series No. 44, Official Records; thence from said point of beginning North 10° 48' 30" West 3808.23 feet to a point on the Southerly line of that certain parcel of land described as Parcel #2 in the

Continued

Deed to W. H. Patterson dated June 15, 1959, recorded June 30, 1959, Book 577, Page 420, Series No. 6087, Official Records; Thence along the Southerly line of the last mentioned parcel of land West 644.00 feet to a point on the West line of Block a of the said Arnold and Gillig's Subdivision of Rancho Canada de Capay; thence South, along the said West line of Block A, 3746.50 feet to the said Northwesterly corner of the parcel of land described in the Deed to Loren H. Taber, aforementioned; thence East, along the North line of the said Loren H. Taber parcel, 1337.00 feet to the point of beginning.

EXCEPT THEREFROM the East 50 feet.

ALSO EXCEPT THEREFROM that portion described as follows:

A portion of Block "A" of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, being more particularly described as follows: Beginning at a point located North 89° 29' 42" West, 50.00 feet from the Southeast corner of the land described in the Deed to Frank Knolle by Deed recorded in Book 860, Page 510; thence North 89° 29' 42" West along said North line 264.05 feet to the Center Line of Salt Creek; thence along said Center Line the following 9 courses: (1) North 74° 42' 25" East, 30.00 feet; (2) North 15° 17' 35" West, 71.60 feet; (3) North 02° 33' 00" East, 62.67 feet; (4) North 31° 06' 25" East, 84.45 feet; (5) North 21° 39' 45" East, 97.93 feet; (6) North 19° 18' 45" East, 125.67 feet; (7) North 29° 17' 45" East, 64.18 feet; (8) North 55° 07' 00" East, 38.77 feet, and (9) North 75° 57' 44" East, 72.39 feet; thence along a line parallel to and distant 50 feet West of the East line of said Block "A" South 0° 23' 34" West, 519.54 feet to the point of beginning, containing 2.213 acres of land.

Micro Fiched

ALSO EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

PARCEL I
A portion of Block "A" Arnold and Gilligs Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

Continued

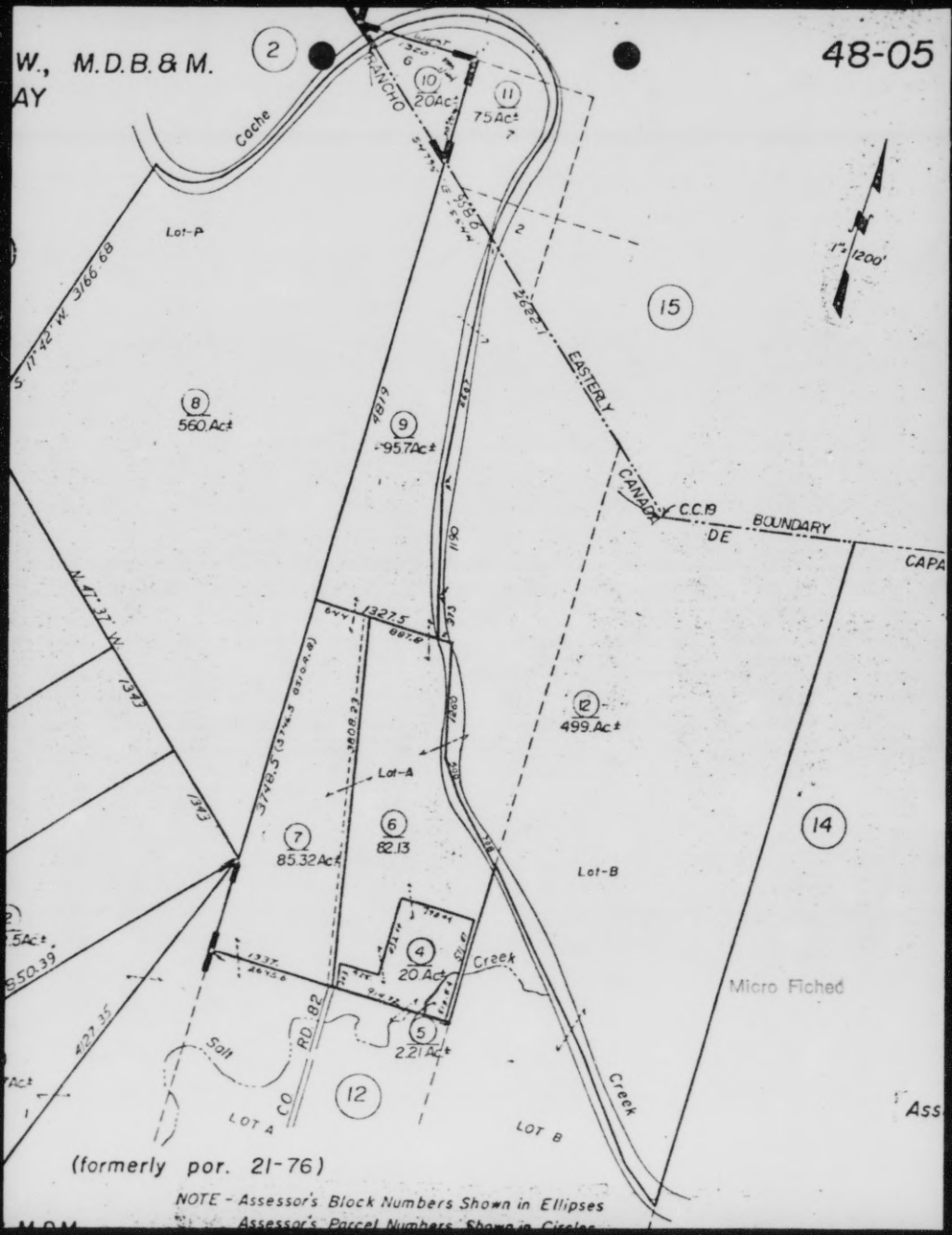
BEGINNING at a point on the North line of "L. H. Tabors Subdivision of a part of Block "A", Arnold and Gilligs Subdivision of the Rancho Canada de Capay, as same appears of record on that certain Map filed in Map Book 1, Page 19, Official Yolo County Records; said point of beginning being distant North 89° 29' 42" West, 314.05 feet from the Northeast corner of said Tabor Subdivision, said point of beginning being also in the center line of Salt Creek; thence from said point of beginning leaving said center line of Salt Creek along said North line North 89° 29' 42" West 914.72 feet; thence leaving said North line North 10° 12' 00" West 243.00 feet; thence South 89° 29' 42" East 425.00 feet; thence North 00° 23' 34" East, 852.64 feet; thence South 89° 29' 42" East, 798.44 feet; thence along a line parallel to and 50.00 feet West at right angles from the East line of said Lot "A" South 00° 23' 34" West, 571.87 feet to the said center line of Salt Creek; thence along the said center line following nine courses:

(1) South 75° 57' 44" West, 72.39 feet
(2) South 55° 07' 00" West, 38.77 feet
(3) South 29° 17' 45" West, 64.18 feet
(4) South 19° 18' 45" West, 125.67 feet
(5) South 21° 39' 45" West, 97.93 feet
(6) South 31° 06' 25" West, 84.45 feet
(7) South 02° 33' 00" West, 62.67 feet
(8) South 15° 17' 35" East, 71.60 feet
(9) South 74° 42' 25" West, 30.00 feet to the point of beginning and containing 20.00 acres of land.

Micro Fiched

PARCEL II
A portion of Block "A" Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay being more particularly described as follows:

BEGINNING at a point on the North line of Lot 1 of "L. H. Tabor's Subdivision of a part of Block "A", Arnold and Gilligs Subdivision of the Rancho Canada de Capay, as same appears of record on that certain map filed in Map Book 1, Page 19, Yolo County Records; said point of beginning being distant South 89° 29' 42" East, 25.00 feet from the Northwest corner of said Lot 1; thence South 89° 29' 42" East, 76.34 feet; thence North 10° 12' 00" West, 243.00 feet; thence North 89° 29' 42" West, 76.34 feet; thence South 10° 12' 00" East, 2 feet; to the point of beginning.


W., M.D.B.& M.
AY
48-05
2
Cache
RANCHO
10
20 Ac±
11
75 Ac±
Lot-P
S 11°42' W 3166.68
8
560 Ac±
9
95.7 Ac±
48.19
EASTERLY
15
1" = 1200'
CANADA
C.C.19
BOUNDARY
DE
CAPA
N 47° 37' W
1373
1327.5
1190
12
499 Ac±
Lot-A
7
85.32 Ac±
6
82.13
Lot-B
14
4
20 Ac±
Creek
5
2.21 Ac±
RD. 82
Soil
12
LOT A
LOT B
Creek
Micro Fiched
(formerly por. 21-76)
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

•

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

Form No. 1

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

•

Alameda County
1525 Webster Street, Oakland
836-4772

•

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

•

Fresno County
1004 North Van Ness Avenue, Fresno
266-0461

•

Kern County
1100 Chester Avenue, Bakersfield
327-3061

•

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
937-3800

•

Orange County
830 North Main Street, Santa Ana
547-9571

•

Sacramento County
1424 - 21st Street, Sacramento
444-6323

•

San Diego County
State and A Streets, San Diego
239-8181

•

San Francisco County
214 Van Ness Avenue, San Francisco
863-3060

•

San Mateo County
802 Brewster Avenue, Redwood City
369-4121

•

Santa Clara County
151 West Santa Clara Street, San Jose
298-4242

•

Yolo County
519 Main Street, Woodland
662-5439

•

ASSOCIATED COMPANIES

•

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 1296) South Lake Tahoe

•

Marin County
MARIN TITLE GUARANTY COMPANY
1300 Fourth Street, San Rafael

•

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding

•

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 25-388

(Endorsed) Filed 3:2:76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Arlene G. Yeary and Helen I. Rich
924 Cottage Drive
Woodland, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 8 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Betsey A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

Attest: Jean
County of Yolo
Subscribed before
me this 6th day of
June 1975
J.C. Wilson M.D.

OWNER(S)

Arlene H. Feary

Debra L. Lee

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 19 75, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

TO ANY C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss

On June 18, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Helen I. Rich, only,

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett

Evelynn J. Puett
Name (Typed or Printed)

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

STAPLE HERE

RO 15513-004

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees Fee $ 25.00

Your Ref. A.P. No. 18-610-06

COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: A Deed

Doc. recorded 3-21-1974 Doc. No. 3335 in Book 1097 Page 357 D.T.S. $ 1.10

In favor of ARLENE G. YEARY, a married woman, as her separate property and HELEN I. RICH, a married woman, as her separate property, each as to an undivided 1/2 interest

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: All that real property situate in the County of Yolo, State of California, described as follows:

The East 1/2 of the Southeast quarter of Section 24, Township 11 North, Range 4 West, M.D.B & M., according to the official plat thereof.

Dated: June 6, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by _____

PRESIDENT

Attest: Richard W. Hewlett

SECRETARY

"Exhibit A" Addition to Preserve #8

AGREEMENT NO. 25-388

(Endorsed) Filed 3:2:76
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Dwain Hawkins and Martha J. Hawkins

P. O. Box 8

Brooks, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 8 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Dwain Hawkins

Martha J. Hawkins

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo } SS

OFFICIAL SEAL
CAROL L. MANSKE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1979

ON June 18, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dwain Hawkins and Martha J. Hawkins

known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature Carol L. Manske
Carol L. Manske

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
Form No. 33 (2-1-68)

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 25.00 LIABILITY $100.00 ORDER No. 38441

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

DWAIN HAWKINS AND MARTHA J. HAWKINS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 28, 1975 at 7:00 o'clock A.M.

GL/cw

TRANSAMERICA TITLE INSURANCE COMPANY

by John C. Blackburn
Assistant Secretary for the Company

"Exhibit A"
Addition to Preserve # 8

Form No. 351

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 38441

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

DWAIN HAWKINS AND MARTHA J. HAWKINS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Parcel No. 48-020-07 Code Area 63-021

Parcel No. 48-020-11 Code Area 63-021

Micro Fiched

DESCRIPTION

PARCEL NO. 1:

That portion of Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0°50'54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps, and Surveys at page 14, and North 85° 13' 20" East along the Southerly line of property conveyed to Willard F. Smith by Deed recorded in Book 229 of Official Records, at page 396, and the Southerly line of property conveyed to D. D. Watkins, et ux, by deed recorded in Book 203 of Official Records, at page 1, a distance of 1201.27 feet; thence from said point of beginning, South 1° 39' 44" West, 782.81 feet; thence South 88° 06' 56" East, 273.00 feet; thence North 1° 39' 44" East 814.52 feet, more or less, to a point on the North line of the "John A. Faull 105.42 acre parcel", as shown on the above mentioned Maps and Surveys; thence South 85° 13' 20" West along the North line of said 105.42 acre parcel a distance of 274.72 feet, more or less to the point of beginning.

DESCRIPTION CONT.

Form No. 13-1

PARCEL NO. 2:
That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:
BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on the Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps and Surveys, at page 14, thence from said point of beginning North 85° 13' 20" East, 1201.27 feet; thence South 1° 39' 44" West, 20.00 feet; thence South 85° 13' 20" West, 1201.27 feet to a point located on the center line of State Highway No. 16; thence North 0° 50' 59" East along the center line of said State Highway No. 16, a distance of 20.00 feet to the point of beginning.

Micro Fiched

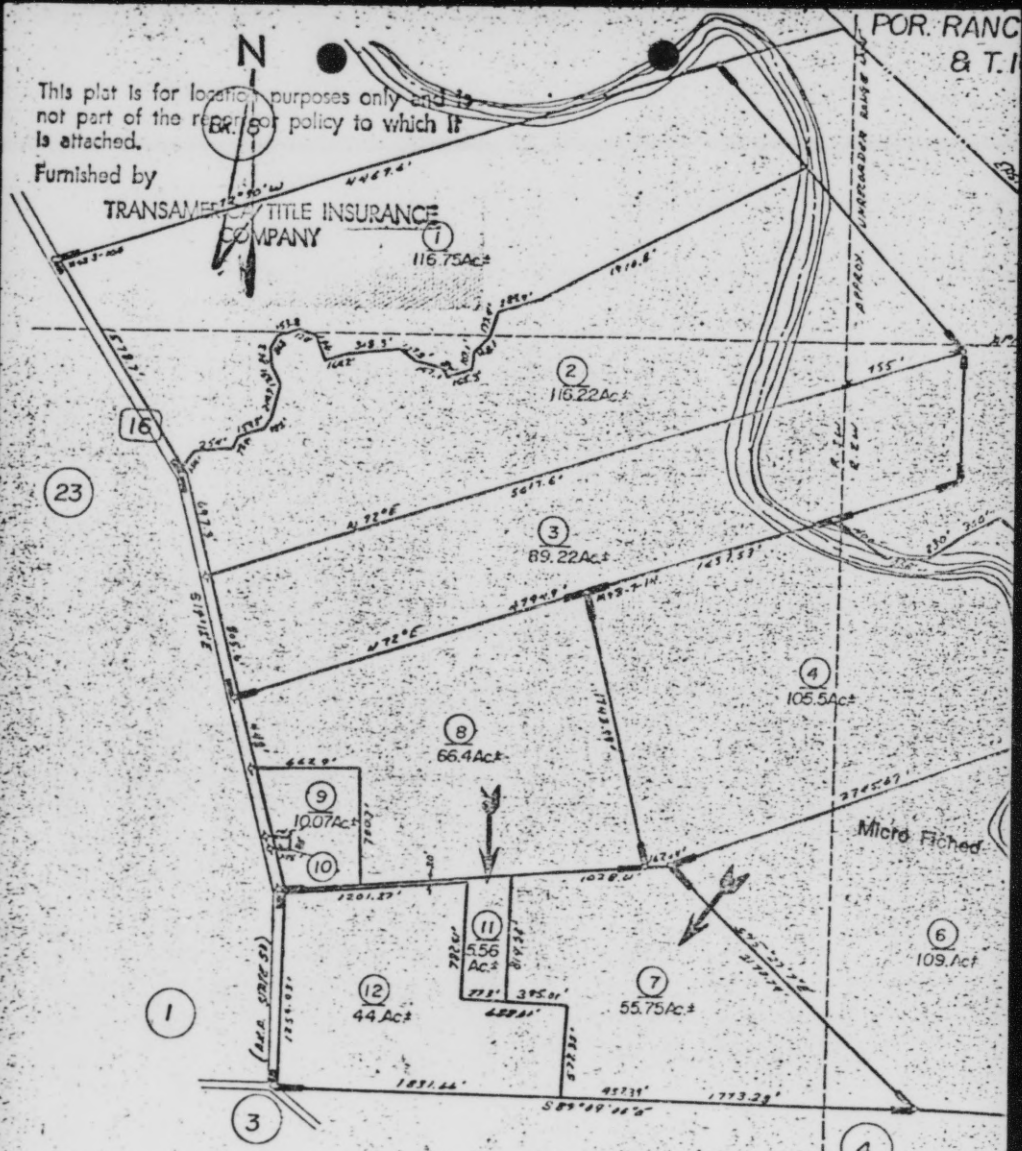
PARCEL NO. 3:
That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:
BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's subdivision at the intersection of State Highway No. 16, as shown on Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952 in Book 7 of Maps and Surveys, at page 14 and North 85° 13' 20" East along the Southerly line of property conveyed to Willard F. Smith by deed recorded in Book 229 of Official Records at page 229 of Official Records, at page 396, and the Southerly line of property conveyed to D. D. Watkins, et ux, by deed recorded in Book 203 of Official Records, at page 1, a distance of 1475.99 feet; thence from said point of beginning, North 85° 13' 20" East, 1028.81 feet to the Northeast corner of the "John A. Faull 105.42 acre parcel" as shown on the above mentioned maps and surveys; thence South 45° 27' 17" east along the Easterly boundary line of said 105.42 acre parcel 2170.83 feet to the Southeast corner thereof; thence North 89° 12' 48" West along the Southerly boundary of said 105.42 acre parcel 1773.28 feet to a 2" iron pipe; thence North 89° 09' 06" West. 457.39 feet to a 1 1/4" X 30" iron monument;

thence North 2° 53' 14" East, 579.35 feet to a 1 1/4" X 30" iron monument; thence North 88° 06' 56" West, 395.01 feet; thence North 1° 39' 44" East a distance of 814.52 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress over the following described property.

That portion of the Rancho Canada de Capay in Yolo County, California, described as follows:

BEGINNING at a point which bears North 0° 50' 54" East, 1256.03 feet along the original located center line of State Highway No. 16 from a buried stone monument located on the North line of Arnold and Gillig's Subdivision at the intersection of State Highway No. 16, as shown on the Record of Survey of the "John A. Faull Property", filed for record in the office of the Recorder of Yolo County, California, on January 21, 1952, in Book 7 of Maps, and Micro Fiched Surveys, at page 14, thence from said point of beginning North 85° 13' 20" East, 1201.27 feet; thence South 1° 39' 44" West, 20.00 feet; thence South 85° 13' 20" West, 1201.27 feet to a point located on the center line of State Highway No. 16; thence North 0° 50' 59" East along the center line of said State Highway No. 16, a distance of 20.00 feet to the point of beginning.



M.&S. Bk. 3, Pg. 105 – Part of Rancho Canada De Capay.

M.&S. Bk. 7, Pg. 14 – Record of Survey.

Transamerica Title Insurance Company

Form No. 1811

Transamerica Title Insurance Co

HOME OFFICE
600 Montgomery Street
San Francisco, California 94111
(415) 983-4400

•

Northern California Operations
244 Pine Street
San Francisco, California 94104
(415) 983-4600

•

Southern California Operations
Third and La Cienega
Los Angeles, California 90048
(213) 655-3000

•

Washington-Alaska Operations
Park Place
Sixth Avenue at University Street
Seattle, Washington 98101
(206) 628-4650

•

Oregon Operations
409 S.W. Ninth Avenue
Portland, Oregon 97205
(503) 222-9931

•

Arizona Operations
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Operations
1837 California Street
Denver, Colorado 80202
(303) 534-9066

•

Michigan Operations
20830 Rutland Drive
Southfield, Michigan 48075
(313) 358-4100

•

Nevada Operations
437 South Sierra Street
Reno, Nevada 89501
(702) 786-1671

•

Texas Operations
2820 Buffalo Speedway
Houston, Texas 77006
(713) 622-2611

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

Alameda County
1525 Webster Street, Oakland

•

Contra Costa County
1322 North Main Street, Walnut Creek

•

Fresno County
1004 North Van Ness Avenue, Fresno

•

Kern County
1100 Chester Avenue, Bakersfield

•

Los Angeles County
Third and La Cienega, Los Angeles

•

Marin County
818 Fifth Avenue, San Rafael

•

Orange County
830 North Main Street, Santa Ana

•

Placer County
424 Vernon Street, Roseville

•

Riverside County
4001 Main Street, Riverside

•

Sacramento County
1424 - 21st Street, Sacramento

•

San Bernardino County
377 North D Street, San Bernardino

•

San Diego County
7100 Convoy Court, San Diego

•

San Francisco County
244 Pine Street, San Francisco

•

San Mateo County
802 Brewster Avenue, Redwood City

•

Santa Clara County
90 North First Street, San Jose

•

Solano County
609 Jefferson Street, Fairfield

•

Yolo County
519 Main Street, Woodland

•

NEVADA OPERATIONS
437 South Sierra Street, Reno

•

ASSOCIATED COMPANIES

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1600 Court Street, Redding

•

Sonoma County
TRANSAMERICA TITLE COMPANY
433 E Street, Santa Rosa

POR. SEC. 14 & 24, SEC. 13, T.11N., R.4W., M.D.B.&M.

18-61

1" = 1200'

Assessor's Map Bk. 18 Pg. 61
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950

AGREEMENT NO. 75-389

(Endorsed) Filed 3:2:76
LAURENCE P. HENIGAN, Clerk
BY BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1975, by and between Eddie S. Nakahara and Frances K. Nakahara
Route 1, Box 185
Clarksburg, California 95612
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 73 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Bob A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Leslie L. Nakahara

Frances L. Nakahara

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHANI, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On June 24, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Eddie S. Nakahara and Frances K. Nakahara

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett

Evelynn J. Puett
Name (Typed or Printed)

STAPLE HERE

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

CLTA GUARANTEE
FORM NO. 15 (9-12-68)

TI

RO 15513-051

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 25.00

Your Ref. A.P. No. 43-020-6

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: Executor's Deed

Doc. recorded 10-17-73 Doc. No. 15407 in Book 1080 Page 563 D.T.S. $ 93.50

In favor of EDDIE S. NAKAHARA and FRANCES K. NAKAHARA, his wife, as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 3, as shown on the Map of Holland Land Co. Subdivision No. 2, recorded in the Office of the County Recorder of Yolo County, California, on February 17, 1921, in book 3 of Maps at page 41.

Dated: June 20, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]

PRESIDENT

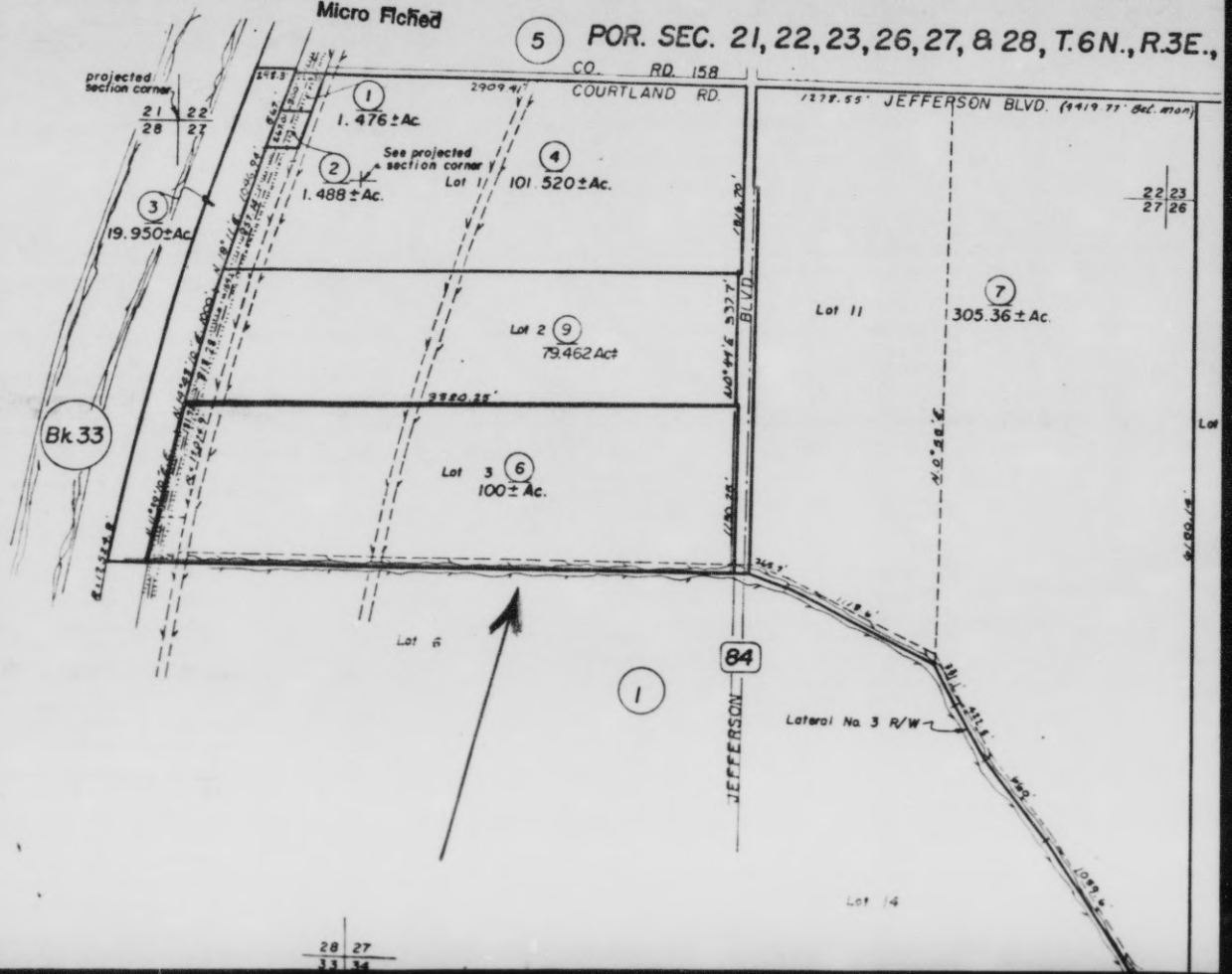
Attest: [signature]

SECRETARY

"Exhibit A" Addition to Reserve #73

Micro Fiched

(5) POR. SEC. 21, 22, 23, 26, 27, & 28, T.6N., R.3E.,



AGREEMENT NO. 25-390

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between William B. Schoeningh and Edna L. Schoeningh
3012 Notre Dame Drive
Sacramento, California 95826
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 22 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

R. L. [illegible]

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 20th day of June in the year one thousand nine hundred and seventy-five before me, Vincent J. Gonzales, Sr. a Notary Public, State of California, duly commissioned and sworn, personally appeared William B. Schoeningh & Edna S. Schoeningh

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Yolo the day and year in this certificate first above written.

Vincent J. Gonzales

Notary Public, State of California. My Commission Expires April 6, 1976

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1183) PRINTED 11/23/48 81-0322

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

RO 15513-609

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 25.00

Your Ref. A.P. No. 41-020-20

a California corporation, herein called the Company, guarantees

COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: A Deed

Doc. recorded 6-24-1974 Doc. No. 8935 in Book 1108 Page 488 D.T.T.S. $ 176.00

In favor of WILLIAM B. SCHOENINGH and EDNA L. SCHOENINGH, husband and wife, as community property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See Attached

Dated: May 30, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]

PRESIDENT

Attest: Richard W. Hewlett

SECRETARY

"Exhibit A" Addition to Preserve #22

All that real property situate in the County of Yolo, State of California, described as follows:

A Portion of the Southwest quarter of Section 9, Township 9 North, Range 2 East, M.D.B.& M., according to the Official Plat thereof, as shown on that map filed in book 10 of Maps and Surveys, page 27, Yolo County Records, and being more particularly described as follows:

Beginning at a point on the West line of said Section 9 that is distant North 00° 52' 14" East 661.10 feet from the Southwest corner of said Section 9, as same appears on said map, said point being the intersection thereof with the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 9; running thence along said section line North 0° 52' 14" East 826.35 feet to the North line of the parcel of land described as Parcel 2 in the Deed to William B. Schoeningh, et ux, recorded June 24, 1974 in book 1108 of Official Records, page 488; thence along the last named line South 89° 37' 08" East 1259.72 feet, more or less, to the West line of the Parcel of land described in the Deed to the State of California, recorded November 14, 1972 in book 1040 of Official Records, page 438; thence along said West line the following 2 courses, (1) Southwesterly along a curve to the right having a radius of 2930.00 feet, through a central angle of 5° 11' 11", an arc distance of 265.22 feet and (2) South 17° 19' 30" West 595.32 feet to said North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 9; thence along the last named line North 89° 37' 05" West 1027.57 feet, more or less, to the point of beginning.

Micro Fiched

EXCEPTING THEREFROM, an undivided 1/4 of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Crocker National Bank, a national banking association, as trustee to William B. Schoeningh, et ux., recorded June 24, 1974, as Instrument No. 8935

ALSO EXCEPTING THEREFROM, an undivided 1/4 of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Laverne A. Oeste to William B. Schoeningh, et ux., recorded June 24, 1974 as Instrument No. 8936.

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

24-1
5-28-74
DCD

DESCRIPTION FOR 21.79 ACRE PARCEL
(West of Proposed State Highway 113)

A portion of the Southwest Quarter of Section 9, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California as shown on that map filed in Book 10 of Maps & Surveys Page 27, Yolo County Records and being more particularly described as follows:

Micro Fiched.

Beginning at a point on the West line of said Section 9 that is distant North 00°52'14" East 661.10 feet from the Southwest corner of said Section 9, as same appears on said map. Thence from said point of beginning and extending along said West Section line North 00°52'14" East 826.35 feet; thence leaving said West Section line South 89°37'08" East 1259.72 feet more or less to the State of California property line; thence along said State of California property line the following (2) courses, (1) Southwesterly along a curve to the right having a radius of 2930.00 feet, through a central angle of 5°11'11", and an arc distance of 265.22 feet and (2) South 17°19'30" West 595.32 feet; thence leaving said State of California property line North 89°37'05" West 1027.57 feet more or less to the point of beginning and containing 21.79 Acres of land more or less.

RETURN TO:

WILLIAM B. SCHOENINGH
3012 Notre Dame Drive
Sacramento, CA 95826

VOL. 1110 PAGE 84
OFFICIAL RECORDS
RECORDED AT REQUEST OF
W. B. SCHOENINGH
MAR 28 1975
At 10 Min. Past 10 o'clock A M
YOLO COUNTY, CALIFORNIA
Recorder

BOOK 1110 PAGE 84

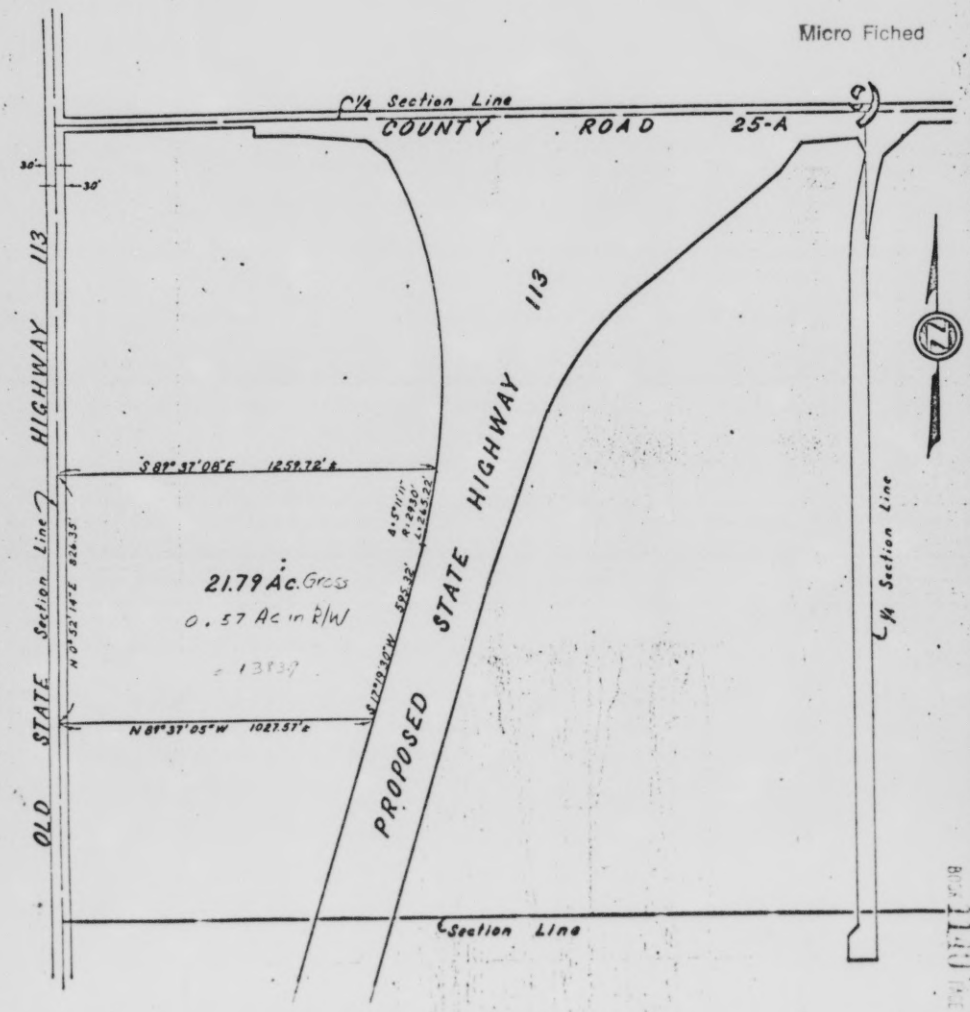
JOB NO. 24-1

BY DCQ DATE 5-29-74
CHKD. BY KRL DATE 5-29-74

PROPERTY BOUNDARY SKETCH
WILLIAM for SCHOENINGH
Por. S.W. ¼ Section 9, T9N, R2E
Yolo County, California

Laugenour and Meikle
– CIVIL ENGINEERS –
P.O. BOX 838
WOODLAND, CALIFORNIA

Micro Fiched

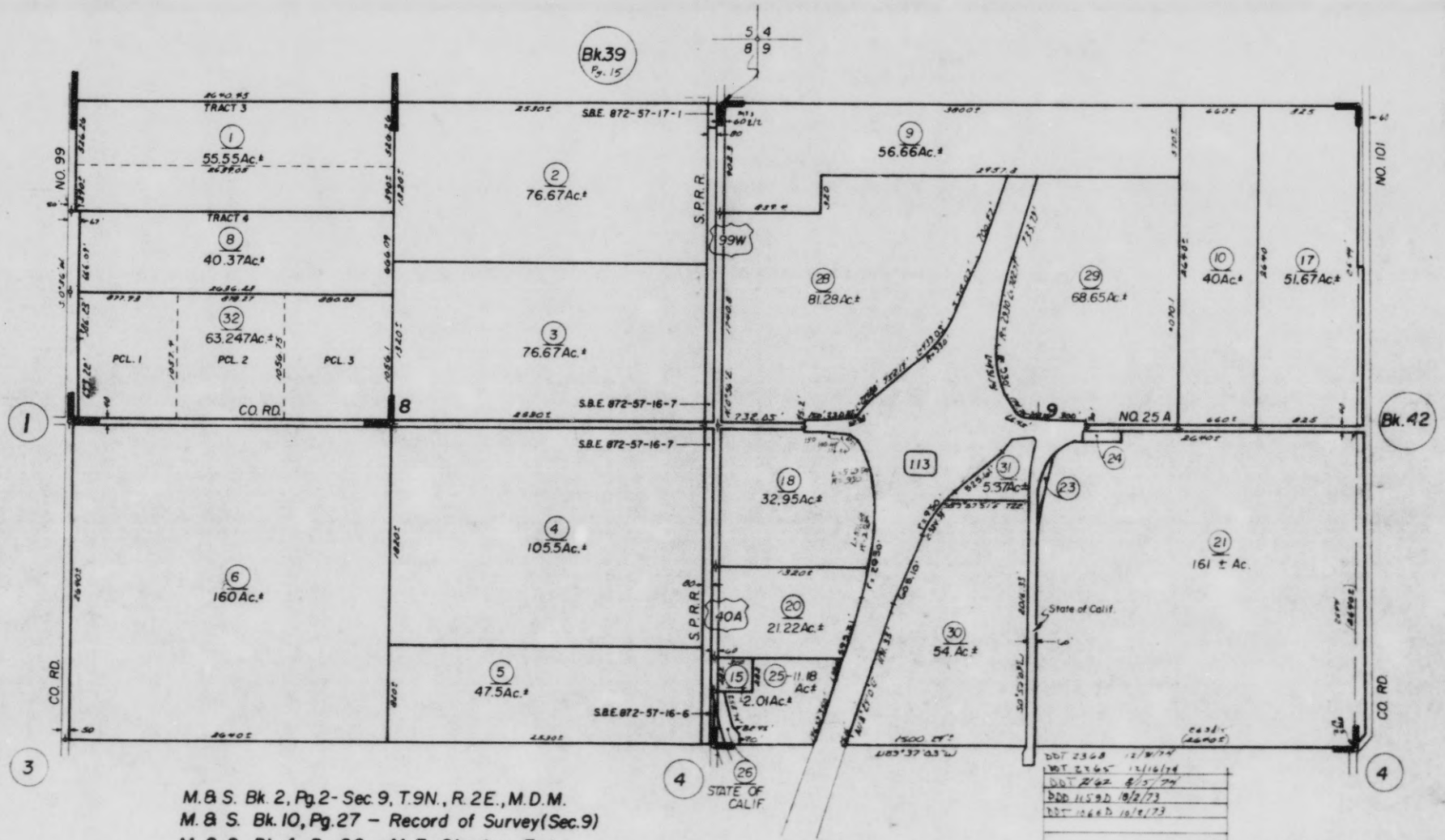


3830

CAUTION - These maps ARE NOT to be used for legal descriptions

SEC. 8 & 9, T. 9 N., R. 2 E., M. D. B. & M.

41-02



M. & S. Bk. 2, Pg. 2 - Sec. 9, T. 9N., R. 2E., M.D.M.
M. & S. Bk. 10, Pg. 27 – Record of Survey (Sec. 9)
M. & S. Bk. 4, Pg. 66 – M. E. Clanton Est.

(formerly por. 24-05)
(formerly por. 24-41)

DOT 2368 12/8/74
DOT 2365 12/16/74
DOT R'62 4/5/74
DOT 1159 D 10/2/73
DOT 1266 D 10/2/73
DOT 3032 B 5/12/75
REVISIONS

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

VICINITY OF WOODLAND
Assessor's Map Bk. 41, Pg. 02
County of Yolo, Calif.

7/77

AGREEMENT NO. 75-391

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between Don Smith, Administrator of the Estate of N. Castle Smith, Deceased; Don Smith Administrator of the Estate of Frances E. Johansen, Deceased; Donovan Smith, J. Curtis Newman, aka Curtis Newman and Eva Newman

P. O. Box 827, Pittsburg, California 94565
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 8 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Don Smith, Administrator of the Estate of N. Castle Smith, Deceased. Don Smith

Don Smith, Administrator of the Estate of Frances E. Johansen, Deceased. Don Smith

Donovan Smith Donovan Smith

J. Curtis Newman aka Curtis Newman J. Curtis Newman aka Curtis Newman

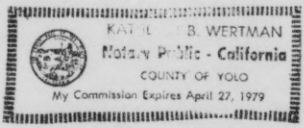
Evelyn N. Munsucker aka Eva Newman Evelyn N. Munsucker aka Eva Newman

STATE OF CALIFORNIA
COUNTY OF YOLO ss.

On this 13 day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared DON SMITH, Administrator of the Estate of N. CASTLE SMITH, Deceased, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen B. Wertman
Notary Public in and for said
County and State of California.
My Commission expires: 4-27-79.



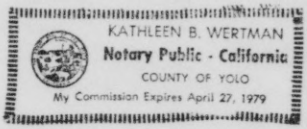
STATE OF CALIFORNIA
COUNTY OF YOLO ss.

Micro Fiched

On this 13 day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared DON SMITH, Administrator of the Estate of FRANCES E. JOHANSEN, Deceased, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen B. Wertman
Notary Public in and for said
County and State of California.
My Commission expires: 4-27-79



STATE OF CALIFORNIA
COUNTY OF YOLO ss.

On this 13 day of June, 1975, beforeme, the undersigned Notary Public, duly commissioned and sworn, personally appeared DONOVAN SMITH, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen B. Wertman
Notary Public in and for said
County and State of California
My Commission expires: 4-27-79

KATHLEEN B. WERTMAN
Notary Public - California
COUNTY OF YOLO
My Commission Expires April 27, 1979

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.

Micro Fiched

On this 5th day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared J. CURTIS NEWMAN also known as CURTIS NEWMAN, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Warren D. Weaver
Notary Public in and for said
County and State of California.
My Commission expires: Jan. 29, 1979

WARREN D. WEAVER
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 29, 1979

STATE OF UTAH ~~Arizona~~
COUNTY OF Salt Lake ss.

On this 1 day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared, Evelyn N Hunsaker AKA EVA NEWMAN, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen I Parker
Notary Public in and for said
County and State of Utah 11-6-76

STATE OF UTAH
ss.
COUNTY OF SALT LAKE

On this 19th day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared EVA NEWMAN, known to me to be the person whose name is subscribed to the within Instrument and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Adrian Lessig
Notary Public in and for said
County and State of Utah.
My Commission expires: 5-2-76

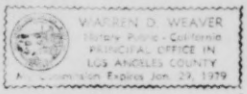
Micro Fiched

STATE OF CALIFORNIA
ss.
COUNTY OF LOS ANGELES

On this 23RD day of June, 1975, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared CURTIS NEWMAN, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Warren D. Weaver
Notary Public in and for said
County and State of California.
My Commission expires: Jan 29, 1979



Name, Address and Telephone No. of Attorney(s) | Space Below For Use of Court Clerk Only

CERTIFIED COPY

JOHN A. YOUNG
ATTORNEY AT LAW
303 First Street
Woodland, California
662-3149 662-7859

FILED
JUN 12 1972
LAURENCE P. HENIGAN, Clerk
By ROBIN HOLLER
Deputy

Attorney(s) for Administrator

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of
NICHOLAS CASTLE SMITH aka
CASTLE SMITH

Deceased.

No. 12927

LETTERS OF ADMINISTRATION

Micro Fiched

State of California, County of YOLO :

DON SMITH

is hereby appointed administrator of the estate of the above named decedent.

Witness LAURENCE P. HENIGAN, clerk of the above entitled court, with the seal of the court affixed.

Dated June 12, 1972

(SEAL)

By order of the court
LAURENCE P. HENIGAN, Clerk
By ROBIN HOLLER
Deputy Clerk

DECLARATION

I will perform according to law the duties of administrator of the estate of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 12, 1972, at Woodland, California.

s/ Don Smith

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 13, 1975

(SEAL)

LAURENCE P. HENIGAN, Clerk
By Willow Fraser
Deputy Clerk

Form approved by the Judicial Council of California, Rev. 10-67 — LETTERS OF ADMINISTRATION — Prob. C. Secs. 512, 540; C.C.P. Secs. 1925, 2015.5, etc.

Name, Address and Telephone No. of Attorney(s)

JOHN A. YOUNG
ATTORNEY AT LAW
303 First Street
Woodland, California
662-3149 662-7859

CERTIFIED COPY

Space Below For File Mark Only

FILED

JUN 13 1975

LAURENCE P. HENIGAN, Clerk
WILLONA FRANCIS
By _____ Deputy

Attorney(s) for Administrat or

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of

FRANCES E. SMITH aka FRANCES JOHANSEN aka FRANCES PETERSEN

Deceased.

No. 14040

LETTERS OF ADMINISTRATION

State of California, County of Yolo

Micro Fiched

DON SMITH

is (or have) hereby appointed administrat or of the estate of the above named decedent.

Witness, LAURENCE P. HENIGAN, clerk of the above entitled court, with the seal of the court affixed.

Dated June 13, 1975

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By WILLONA FRANCIS
Deputy Clerk

DECLARATION

I will perform according to law the duties of administrat or of the estate of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 13, 1975 at Woodland, California.

s/ Don Smith
Don Smith

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 13, 1975

(SEAL)

LAURENCE P. HENIGAN, Clerk

By Willona Francis
Deputy Clerk

Form adopted by the Judicial Council of California, Rule 10(c). LETTERS OF ADMINISTRATION Prob. C. Secs. 532, 540; C.C.P. Secs. 1913, 2015.5, etc.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On Dec 30, 1925 before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, CLERK

LAURENCE P. HENIGAN, COUNTY CLERK
Barbara A Rodgers

GUARANTEE

71 3102

- [ ] CHAIN OF TITLE GUARANTEE
- [ ] JUDGMENT AND TAX LIEN GUARANTEE
- [ ] LOT BOOK GUARANTEE
- [ ] PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- [ ]
- [ ] PLANT INFORMATION GUARANTEE
- [XX] PROPERTY SEARCH GUARANTEE
- [ ] MECHANIC'S LIEN GUARANTEE
- [ ] RECORD OWNER GUARANTEE
- [ ] REQUEST FOR NOTICE GUARANTEE

Order No. 70294-B Liability $ 130.00 Fee $30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

JOHN YOUNG, Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 16, 1975 @ 8:00 A.M. , in the County of YOLO,

Micro Fiched

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #8

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70294-B Effective Date: May 16, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title to the herein described property vests in:

N. CASTLE SMITH, an und. 3/7ths interest; FRANCES E. JOHANSEN, an und. 1/7th interest; DONOVAN SMITH, an und. 1/7th interest; J. CURTIS NEWMAN, an und. 1/7th interest; EVA NEWMAN, an und. 1/14th interest; CURTIS NEWMAN, an und. 1/14th interest.

NOTE: Probate proceedings pending in the Yolo County Superior Court in the matter of the Estate of Nicholas Castle Smith, alias, deceased; Probate No. 12927.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

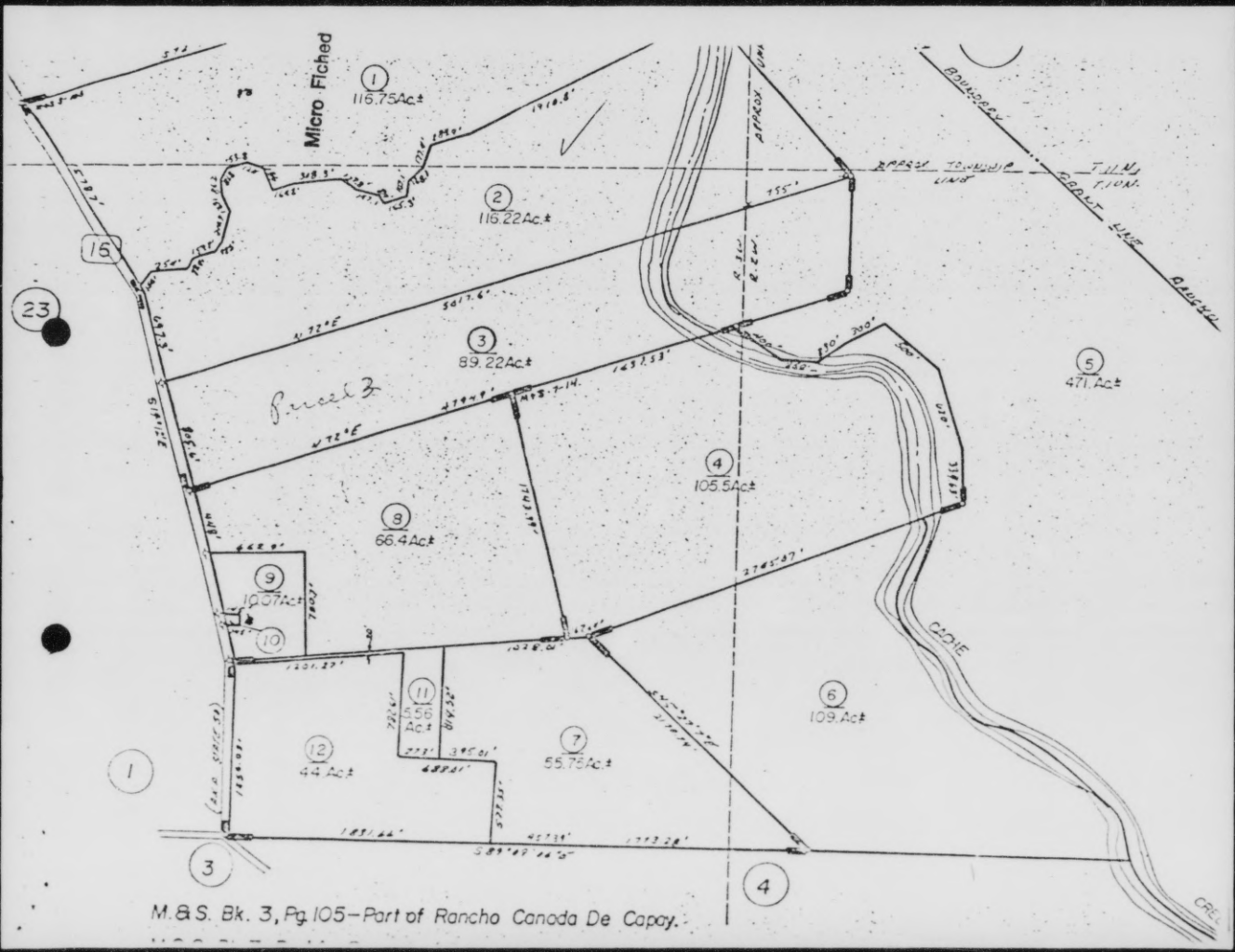
Micro Fiched

All that real property situate in the State of California, County of Yolo, described as follows:

That certain 89.32 acre piece or parcel of land, shown as the South lot of land on that certain map filed in Volume 3 of Maps and Surveys, Page 105, Yolo County Records, and described as beginning at an iron axle 1.5 X 1.5 X 34 inches sunk in the center of the County Road, and being South 32° 08' East, 1578.7 feet, and South 14° 21' East 697.3 feet from the center of the County Road on the Southerly side of Tancred Subdivision, and running thence South 14° 21' East 805.6 feet along the center of the County Road to an iron axle 1.5 X 1.5 X 34 inches; said axle being the Northwest corner of Mrs. C. R. Henry's land; thence North 72° East, 4561.4 feet along the Northern boundary of Mrs. C. R. Henry and J. A. Faull lands to an axle 1 X 1 X 34 inches on the Westerly bank of Cache Creek, and continuing North 72° East 233.5 feet to the center of the Creek; thence in a Northwesterly direction up the center of the Creek about 825 feet; thence South 72° West 400 feet to the Westerly bank of the Creek, continuing South 72° West 355 feet to an iron bar 1 X 3 X 24 inches on the Southerly bank of an arroyo and continuing South 72° West 4262.6 feet making the total length of this course 5017.6 feet to the place of beginning.

NOTE: 1974-75 County Tax Assessment Parcel No. 48-020-03

NOTE: This Guarantee is limited to the above described property.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1
116.75Ac±
2
116.22Ac±
3
89.22Ac±
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105.5Ac±
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471.Ac±
6
109.Ac±
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55.75Ac±
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5.56 Ac±
12
44 Ac±
15
23
1
3
4
Parcel 3
N 72° E
N 72° E
N 72° E

AGREEMENT NO. 75-392

(Endorsed) Filed 3-2-76
LAURENCE P. HINIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Joann Paula Reiff Monaco
1330 Downing Avenue
Chico, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 19 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A MARCHANIN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,
} ss:
said County of Butte

On this 24th day of June in the year one thousand nine hundred and seventy five before me, Betty L. Poirier a Notary Public, State of California, duly commissioned and sworn, personally appeared Joann Paula Reiff Monaco

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Butte the day and year in this certificate first above written.

OFFICIAL SEAL
BETTY L POIRIER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF BUTTE
My Commission Expires January 31, 1977

Betty L Poirier
Notary Public, State of California.

My Commission Expires

FORM NO. 32—General Acknowledgment.
Printed on Southworth's Parchment Deed
100% Cotton Fiber.

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

71 3108

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XXX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70256 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES Micro Fiched

LEN MONACO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 11, 1975 @ 8:00 A.M. , in the County of YOLO, State of California

Countersigned: Clinton Jones
Vice President

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By John W. Jones Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 19

CLTA GUARANTEE FACE PAGE (REV. 6-6-71)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70256 Effective Date: June 11, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

JOANN PAULA REIFF MONACO

Title to the herein described property vests in:

JOANN PAULA REIFF MONACO

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo, described as follows:

BEGINNING at the Southwest corner of "De Pue's Subdivision of Part of the Yolo Orchard," filed in Book 2 of Maps, Page 63, Yolo County Records, which corner is on the South boundary line of Section 7, Township 10 North, Range 2 East, M.D.B.&M., and 4522.2 feet West from the Southeast corner of said Section line being along the West boundary line of the said De Pue's Subdivision 4376.0 feet, more or less, to the center line of Cache Creek; thence West and Southwesterly up and along the said center line following the meanders thereof to the point of intersection of the said center line with the South boundary line of Section 12, Township 10 North, Range 1 East, M.D.B.&M.; thence East along the South boundary line of said Sections 12 and 7, 3090.0 feet, more or less, to the point of beginning, being a part of Section 7, Township 10 North, Range 1 East, and a part of Section 12, Township 10 North, Range 1 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof that lies Southwesterly of the Northeasterly boundary of the property conveyed by W. G. Hunt to the Northern Railway Company, by deed recorded August 13, 1875, Book S of Deeds, Page 399.

RESERVING a Life Estate to Jane E. Reiff in the two (2) residences, the Old Wells Fargo Building, and the existing yard surrounding said buildings, as contained in the following deeds:

(a) Deed from Jane E. Reiff to Joann Paula Reiff Monaco, an undivided 1/2 interest, dated December 3, 1974, recorded December 18, 1974, Book 1129, Page 427.

(b) Deed from Wesley Paul Reiff, Randall George Reiff, Elizabeth Jane Reiff Coblentz and Eyvind Bruce Reiff to Joann Paula Reiff Monaco, dated December 3, 1974, recorded December 18, 1974, Book 1129, Page 426.

PROPERTY SEARCH GUARANTEE ORDER NO. 70256

NOTE: The Yolo County Assessor designates the herein described property on the 1974-75 assessment roll as:

Assesmsnet Parcel No. 27-180-04, Code Area 87-102

NOTE: This guarantee is limited to the above described property.

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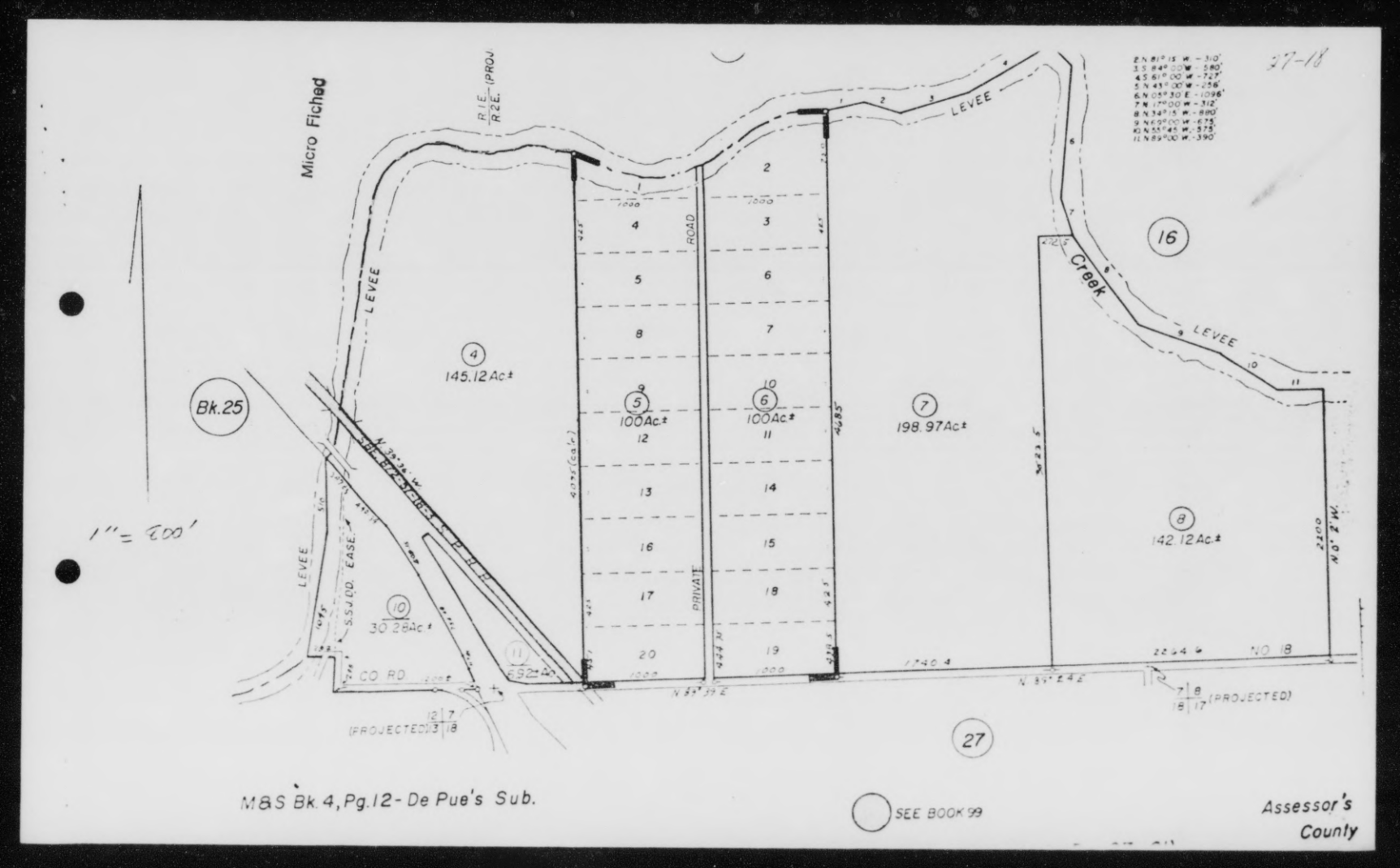
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R1E. R2E. (PROJ.)
LEVEE
ROAD
PRIVATE
Creek
Bk.25
1" = 600'
4
145.12 Ac.±
5
100 Ac.±
6
100 Ac.±
7
198.97 Ac.±
8
142.12 Ac.±
10
30.28 Ac.±
11
6.92 Ac.±
16
27
CO. RD.
S.S.V.C.D. EASE.
M&S Bk. 4, Pg. 12 - De Pue's Sub.
SEE BOOK 99
Assessor's County

AGREEMENT NO. 75-299

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between James Woodress and Roberta M. Woodress, his wife

824 Sycamore Lane, Davis, Calif. 95616

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page __, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William Woodrow

Roberta A. Woodrow

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Deborah A. Rodgers
DEPUTY

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Yolo } S.S.

On this 25th day of June 19 75, before me, Mary Hensley, a Notary Public in and for said Yolo County, personally appeared James Woodress and Roberta W. Woodress

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Mary Hensley

(SEAL)

OFFICIAL SEAL
MARY HENSLEY
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires AUG 25, 1978

Notary Public in and for said Yolo County and State
My commission expires August 25 19 78

P-188 3-74

Form 1349
CLTA Guarantee
Face Page

GUARANTEE

LIABILITY $100.00
FEE $45.00

ORDER NO. 2387
YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

Micro Fiched

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 23, 1975

First American Title Insurance Company

BY _____ PRESIDENT

BY _____ ASSISTANT SECRETARY

Addition to Preserve #9

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 2387

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to with respect to the name(s) of

JAMES WOODRESS AND ROBERTA W. WOODRESS, his wife

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

See Exhibit "A" attached hereto and made a part hereof

And that, according to the indices of the County Recorder of said County subsequent to June 12, 1975 with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed: Not covered by this report

Exhibit "A"

The Southeast Quarter of Section 29, Township 9 North, Range 2 East, MDB&M.

EXCEPTING THEREFROM the following 3 parcels of land:

A. Said portion is all that part thereof lying Easterly from the line described as follows:

BEGINNING at a point distant South 89° 02' 18" East 4295.21 feet from the Southwest corner of said Section 29, said point is also distant 1005.15 feet Westerly, measured at right angles from the base line at Engineer's Station "A2" 332+24.17 P.O.S.T. of the Department of Public Works' Survey from ½ mile South of Woodland Wye to near Mullen Crossing, road III-Yol-7-A (The California State Zone II Coordinates of said point of beginning are X=2,065,861.96 and Y=336,443.65); thence from said point of beginning North 0° 34' 22" East 60.00 feet; thence North 84° 51' 50" East 301.50 feet; thence North 50° 43' 59" East 175.21 feet; thence North 73° 41' 52" East 349.17 feet; thence along a curve to the left with a radius of 174.01 feet, through an angle of 72° 52' 28" an arc distance of 221.32 feet (the chord of said curve bears North 37° 15' 38" East 206.70 feet); thence North 0° 49' 24" East 2245.24 feet to a point distant 115.00 feet Westerly, measured at right angles from said base line at Engineer's Station "A2" 359+40.73.

B. Said portion is all that part thereof lying Easterly from the following described line:

Micro Fiched

BEGINNING at a point from which the Southeast corner of Section 33, said Township and Range, bears, North 50° 37' 46" West 8,394.64 feet, said point is also 1,300.69 feet Westerly, measured at right angles from the base line at Engineer's Station "A3" 332+69.44 of the Department of Public Works' Survey on Road 03-Yol-113 from P.M.O.O. to P.M. 6.3; thence (1) from said point of beginning North 00° 33' 55" East 72.00 feet; thence (2) North 83° 34' 36" East 251.87 feet; thence (3) North 48° 32' 56" East 74.70 feet; thence (4) from a tangent that bears North 11° 02' 28" East along a curve to the right with a radius of 330.00 feet through an angle of 24° 57' 32" a distance of 143.75 feet; thence (5) North 36° 00' 00" East 876.55 feet; thence (6) along a curve to the left with a radius of 1,170.00 feet through an angle of 30° 26' 56" a distance of 621.78 feet; thence (7) North 05° 33' 04" East 96.82 feet; thence (8) North 00° 49' 14" West 926.54 feet; thence (9) North 44° 10' 46" West 70.71 feet; thence (10) North 00° 49' 14" East 70.00 feet to a point in the Northerly line of said Southeast ¼ which point is also 220.00 feet Westerly measured at right angles from said base line at Engineer's Station "A3" 359+39.38.

C.

Beginning at a point from which the Southeast corner of said Section 29 bears South 89° 50' 40" East 267.04 feet and South 00° 50' 10" West 2676.28 feet; thence from said point of beginning along the State of California boundary line as described in Book 603 of Official Records, at page 71, Yolo County Records the following five (5) courses: (1) South 00° 50' 27" West 69.17 feet; (2) South 44° 09' 33" East 70.71 feet; (3) South 00° 50' 27" West 926.54 feet; (4) South 05° 34' 17" West 96.82 feet; and (5) Southwesterly along a curve to the right with a radius of 1170.00 feet, through an angle of 08° 49' 29" and a distance along the arc of 180.20 feet; thence, leaving said State of California boundary line North 89° 50' 40" West 1282.00 feet; thence, North 00° 09' 20" East 1320.00 feet to a point on the Northerly line of said Southeast quarter; thence along said Northerly line South 89° 50' 40" East 1284.43 feet to the point of beginning.

Assessor's Parcel No.: 41-100-17

9,. T. 9 N., R. 2E., M.D.B.&M.

41-10

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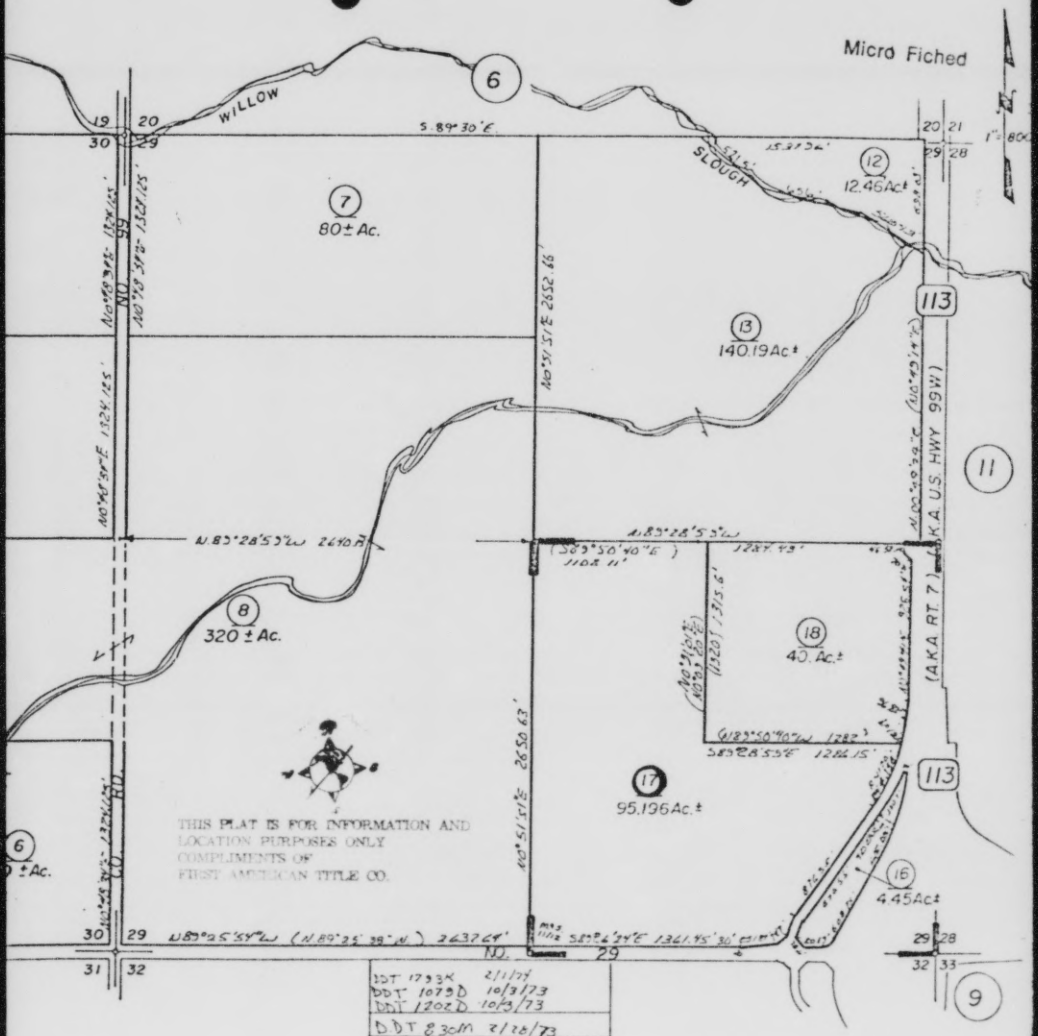


DDT 1733K	2/1/74
DDT 1079D	10/3/73
DDT 1202D	10/3/73
DDT 830M	2/28/73
DDT 680D	1/16/73
DDT 463D	10/18/72
DDT 352D	10/16/72

(formerly por. 24-24)

Assessor's Map Bk. 41 Pg. 10
County of Yolo, Calif.

7-1-75

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Parcel Numbers Shown in Circles

AGREEMENT NO. 75-394

(Endorsed) Filed 3:2:76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1975, by and between Archie V. Robinson
P. O. Box 1322
Woodland, California
(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 51 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betty A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Archie V. Robinson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By [signature] DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

OFFICIAL SEAL
E. MAHLON WHITTLE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires August 24, 1978

On this 27 *day of* June *in the year one thousand nine hundred and* 75 *before me,* the undersigned, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* Archie V Robinson *known to me to be the person whose name* is *subscribed to the within instrument and acknowledged to me that* he *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County *of* Yolo *the day and year in this certificate first above written.*

E Mahl Whittle
Notary Public, State of California

My commission expires

Cowdery's Form No. 32 – Acknowledgement – General (C. C. Sec. 1190a)

Printed 12/72

(Rev. 4-71)

GUARANTEE

71 3117

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70452 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ARCHIE V. ROBINSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 17, 1975 @ 8:00 AM , in the County of YOLO,

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonyo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"
Addition to Preserve # 51

CLTA GUARANTEE FACE PAGE (REV. 6-6-71)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70452 Effective Date: June 17, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

TITLE VESTS: ARCHIE V. ROBINSON

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo, described as follows:

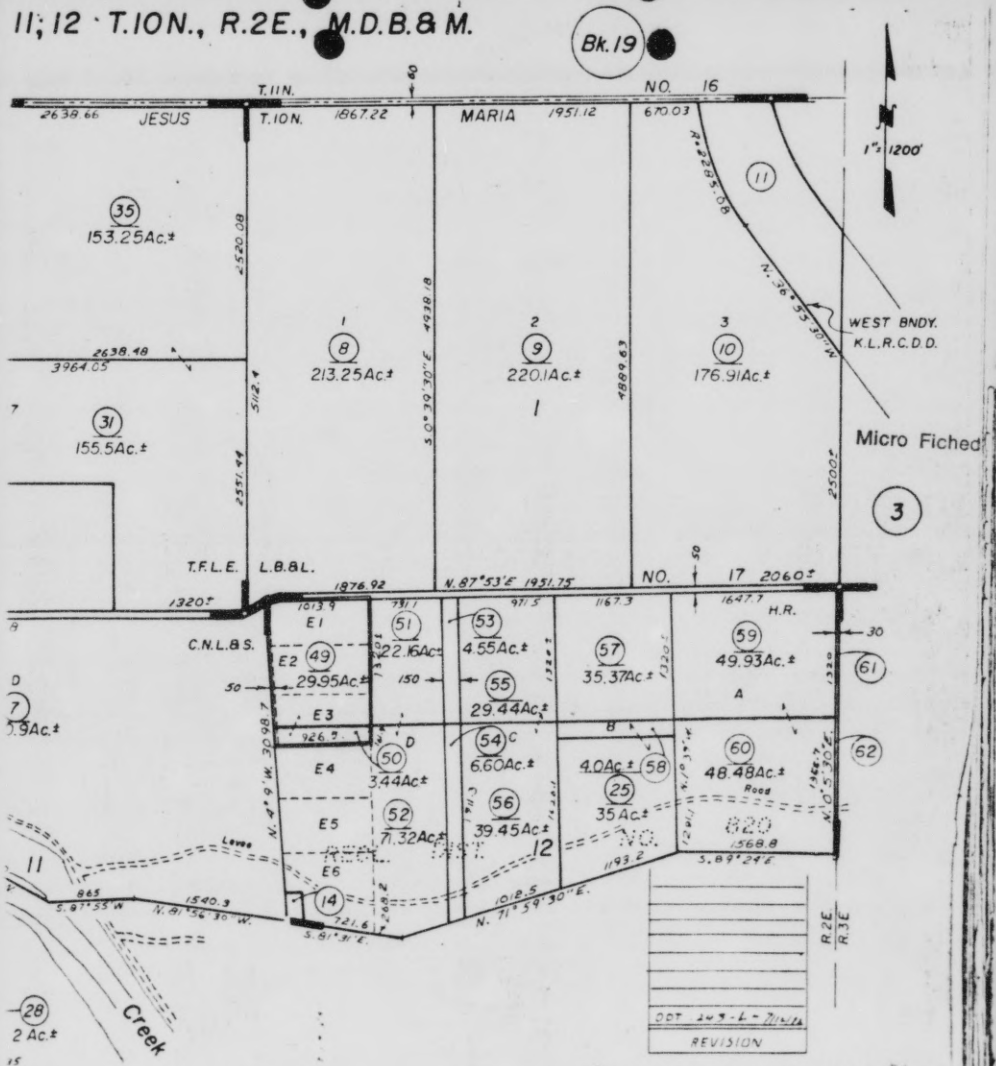
Lots 1, 2, and 3, Tract E of the Hennigan Ranch, filed November 10, 1921, Book 4 of Maps and Surveys, Page 59, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property as 1974-75 Tax Assessment Parcel No. 27-020-49, Code Area 87-038, and Parcel No. 27-020-50, Code Area 87-044

NOTE: This Guarantee is limited to the above described property

11; 12 T.10N., R.2E., M.D.B.&M.

Bk. 19



Assessor's Map Bk. 27, Pg. 02
County of Yolo, Calif.

73/74

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

AGREEMENT NO. 75-395

(Endorsed) Filed 5-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Hunn & Merwin & Merwin, Inc. Rt. 1, Box 422A, Clarksburg, Calif. 95612

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 84 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Herman Mervin Mervin Inc.
by William H. Mervin
Sec Treas.
Robert H. Mervin President

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 27th day of June, 1975, before me the undersigned, personally appeared, William H. Merwin, and Adolph H. Merwin known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

To the best of my knowledge they are the President and Secretary of this Corporation.

Dated this 27th day of Juen 1975

Betty L. Randolph

Betty L. Randolph, Notary Public
State of California

OFFICIAL SEAL
BETTY L. RANDOLPH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Comm. Expires Mar 1, 1979

FORM NO. 15 (9-12-68)

RO 15513-015

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 15.00

Your Ref. A.P. No. 43-050-14

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: A Deed

Doc. recorded 12-31-1974 Doc. No. 18707 in Book 1131 Page 12 D. T. S. $ 27.50

In favor of HUNN & MERWIN & MERWIN, INC., a California corporation

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See Attached

Dated: June 6, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by _____

PRESIDENT

Attest: Richard W. Bowlett

SECRETARY

Addition to Preserve #84

All that real property situate in the County of Yolo, State of California,

described as follows:

That portion of Lot 32 of Holland Land Co., Subdivision No. 3, as per map filed in book 3, page 42 of Maps in the office of the County Recorder of Yolo County, described as follows:

Beginning at the Southwest corner of said Lot 32; thence North along the West line of said Lot, a distance of 1012.55 feet; thence East 1075.51 feet to the East line of said Lot; thence along said East line, South 1012.55 feet to the Southeast corner thereof; thence along the South line of said lot, West 1075.51 feet to the point of beginning.

EXCEPTING THEREFROM a 50% interest in and to all oil, gas and minerals below a depth of 500 feet, measured vertically from the surface of said land, without, however, the right of entry through said 500 feet measured vertically from the surface, as reserved in Deed to Hunn & Merwin & Merwin, Inc., a California corporation, recorded December 31, 1974 in book 1131 of Official Records, page 12.

Micro Fiched

FORM NO. 15 (9-12-68)

RO 15300-059

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 15.00

Your Ref. A.P. No. 43-050-11

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: A Deed

Doc. recorded 12-9-1974 Doc. No. 17614 in Book 1128 Page 477 D. T. S. $ 44.00

In favor of HUNN & MERWIN & MERWIN, INC., a California corporation

Micro Fiched

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See Attached

Dated: June 6, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by _____

PRESIDENT

Attest: _____

SECRETARY

All that real property situate in the County of Yolo, State of California,

described as follows:

All those portion of Lots 23 and 25, as said lots are delineated and so designated on that certain map entitled HOLLAND LAND COMPANY SUBDIVISION NO. 3, Yolo County, California, which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921 in book 3 of Maps, at page 42, and more particularly described as follows:

Beginning at a point on the East line of said Lot 25, said point being North 889.21 feet from the Southeast corner thereof; thence West 1959.49 feet; thence North 889.21 feet; thence East 1959.49 feet to the East line of said Lot 23; thence South along the East lines of Lots 23 and 25 a distance of 889.21 feet to the point of beginning.

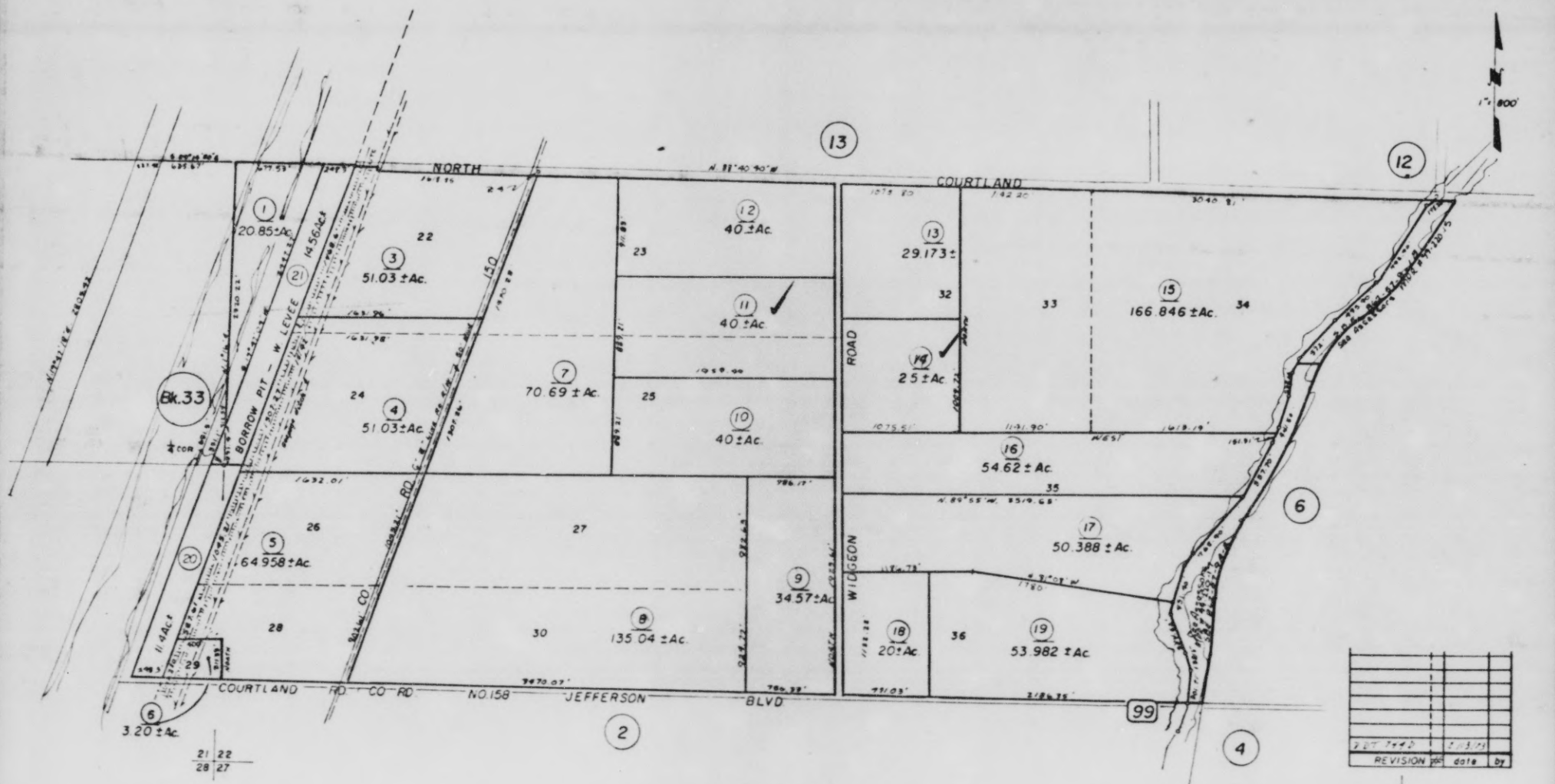
EXCEPTING THEREFROM a 50% interest in and to all oil, gas and minerals below a depth of 500 feet measured vertically from the surface of said land, without, however, the right of entry through said 500 feet measured vertically from the surface, as reserved in the Deed to Hunn & Merwin & Merwin, Inc., recorded December 9, 1974 in book 1128 of Official Records, page 477.

Micro Fiched

10/15

POR. SEC. 16, 15, 23, 22, T. 6 N., R. 3 E., M.D.B. & M.

43-05



M.B. Bk. 3, Pg. 42 – Holland Land Co. Subd. No. 3

(formerly portion 16-29)
(formerly all 16-41)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

REVISION | date | by

Assessor's Map Bk. 43 Pg. 05
County of Yolo, Calif.

73/74

AGREEMENT NO. 25-396

3-2-76
BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 25, by and between J.W. VICKREY ENTERPRISES, INC
P.O. Box 610 DIXON, CALIF 95620
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 20 by the County by Resolution No. 25-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

D. R. Vickrey Enterprises Inc.

Dan R. Vickrey President

Dorothy L. Vickrey Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

CORPORATE ACKNOWLEDGMENT

ALICE M. SMITH
Notary Public - California
PRINCIPAL OFFICE IN SOLANO COUNTY
My Commission Expires May 14, 1978

STATE OF California }
COUNTY OF Solano } ss.

On this 27th. day of June 19 75, before me, Alice M. Smith

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

John W. Vickrey known to me to be the President and

Dorothy K. ~~Vickery~~ Vickrey known to me to be the Secretary of

J. W. Vickrey Enterprises Inc., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal

Alice M. Smith
Notary Public in and for said County and State

C822 – LAW PRINTING CO. –

GUARANTEE

71 3109

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70395 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

J. W. VICKREY ENTERPRISES, INC.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 3, 1975 @ 8:00 A.M. , in the County of YOLO, State of California

Countersigned:

Clayton Long
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Vickrey Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 20

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70395 Effective Date: June 3, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

J. W. VICKREY ENTERPRISES, INC., a California corporation

TITLE VESTS: J. W. VICKREY ENTERPRISES, INC., a California corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

All that certain real property being a portion of Devilbiss Subdivision as said Subdivision is shown on the official map thereof, filed for record in the office of the Recorder of Yolo County, California, on July 18, 1917, in Book 4 of Maps and Surveys, at page 39, described as follows:

PARCEL 1:
Lot 3 of said Devilbiss Subdivision.

EXCEPTING THEREFROM that portion thereof, described as follows:

A Parcel of land in Rancho Rio de Los Putos, being a portion of Lot 3 of Devilbiss Subdivision as shown on the map thereof, filed in Book 4 of Maps and Surveys, at page 39, Yolo County Records, and particularly described as follows:

BEGINNING AT THE Northwest corner of said Lot 3 on the Northwesterly boundary of said Rancho; thence Southeasterly along the line bewteen Lots 3 and 2 of said Subdivision a distance of 454.00 feet; thence Northeasterly parallel to the grant line 108.00 feet; thence Northwesterly parallel to the Southwesterly line of Lot 3 a distance of 194.00 feet; thence Northeasterly parallel to the grant line 17.00 feet; thence Northwesterly parallel to said Southwesterly line of Lot 3 a distance of 260.00 feet to a point on said grant line; thence Southwesterly along the grant line and along the Northwesterly line of Lot 3, 125.00 feet to the point of beginning.

DESCRIPTION (continued)

PARCEL 2:
A Parcel of land in Rancho Rio de Los Putos, being a portion of Lot 3 of Devilbiss Subdivision as shown on the map thereof, filed in Book 4 of Maps and Surveys , at page 39, Yolo County Records, and particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3 on the Northwesterly boundary of said Rancho; thence Southeasterly along the line between Lots 3 and 2 of said Subdivision a distance of 454.00 feet; thence Northeasterly parallel to the grant line 108.00 feet; thence Northwesterly parallel to the Southwesterly line of Lot 3 a distance of 194.00 feet; thence Northeasterly parallel to the grant line 17.00 feet; thence Northwesterly parallel to said Southwesterly line of Lot 3 a distant of 260.00 feet to a point on said grant line; thence Southwesterly along the grant line and along the Northwesterly line of Lot 3, 125.00 feet to the point of beginning containing 1.226 acres more or less.

Micro Fiched

PARCEL 3:
BEGINNING at a point on the Southerly boundary of the land sold by J. A. Devilbiss to Vaca Valley and Clear Lake Railroad Co., and 16 1/2 feet Westerly at right angles from the Easterly line of Lot 8 of the above mentioned Devilbiss Subdivision; thence parallel with and 16 1/2 feet distant from Easterly line of said Lot 8, South 22° 57' East, 10.82 chains; thence South 68° 21' West 16.23 chains to the Southeasterly boundary of land sold to Vaca Valley and Clear Lake Railroad Co., thence along last mentioned boundary North 34" 06' East 19.32 chains to the point of beginning, containing 8.77 acres.

PARCEL 4:
BEGINNING at the most Easterly corner of Lot 3, Devilbiss Subdivision as shown on the official map thereof, filed for record in the office of the Recorder of Yolo County, California, on July 18, 1917, in Book 4 of Maps and Surveys, at page 39; thence from said point of beginning South 34° West along the Southerly boundary of said lot 3, a distance of 871.86 feet to the most Southerly corner of said lot 3; thence South 56° East 100 feet to a point on the Northerly line of Lot 8 of said Subdivision; thence North 34° East, along the said northerly line of Lot 8, a distance of 806.92 feet to the most Northerly corner of said Lot 8; thence North 23° West along the Northerly extension of the Easterly line of said Lot 8, a distance of 119.24 feet to the point of beginning and being a portion of that certain parcel of land conveyed by J. A. Devilbiss to Winters and Ukiah Railroad Company, by Deed dated August 3, 1887, and recorded August 8, 1887, in Book 42 of Deeds, at page 66, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property as
Assessment Parcel No. 30-280-03, Code Area 86-012
Assessment Parcel No. 30-280-04, Code Area 86-012

NOTE: This Guarantee is limited to the above described property.

POR. RANCHO RIO DE LOS PUTOS
POR. WALDEMARS S

AGREEMENT NO. 25-397

3-2-76
BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1925, by and between _____
_____
_____
_____
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 78 by the County by Resolution No. 25-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Palmira Tires

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Belmira Rodgers

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On this 30th day of June in the year one thousand nine hundred and 75 before me, Beverly A. Reynolds, a Notary Public, State of California, duly commissioned and sworn, personally appeared Belmira Pires

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that S...he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BEVERLY A. REYNOLDS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
My Commission Expires April 2, 1976

Beverly A. Reynolds
Notary Public, State of California

My commission expires

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

Printed 12/72

(Rev. 4-71)

GUARANTEE

71 3120

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70466 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

BELMIRA PIRES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 23, 1975 @ 8:00 A.M. , in the County of YOLO

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Martin President

By John W. Jones Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"

Addicted to Preserve 75

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70466 Effective Date: June 23, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

TITLE VESTS: BELMIRA PIRES

Micro Fiche

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo, described as follows:

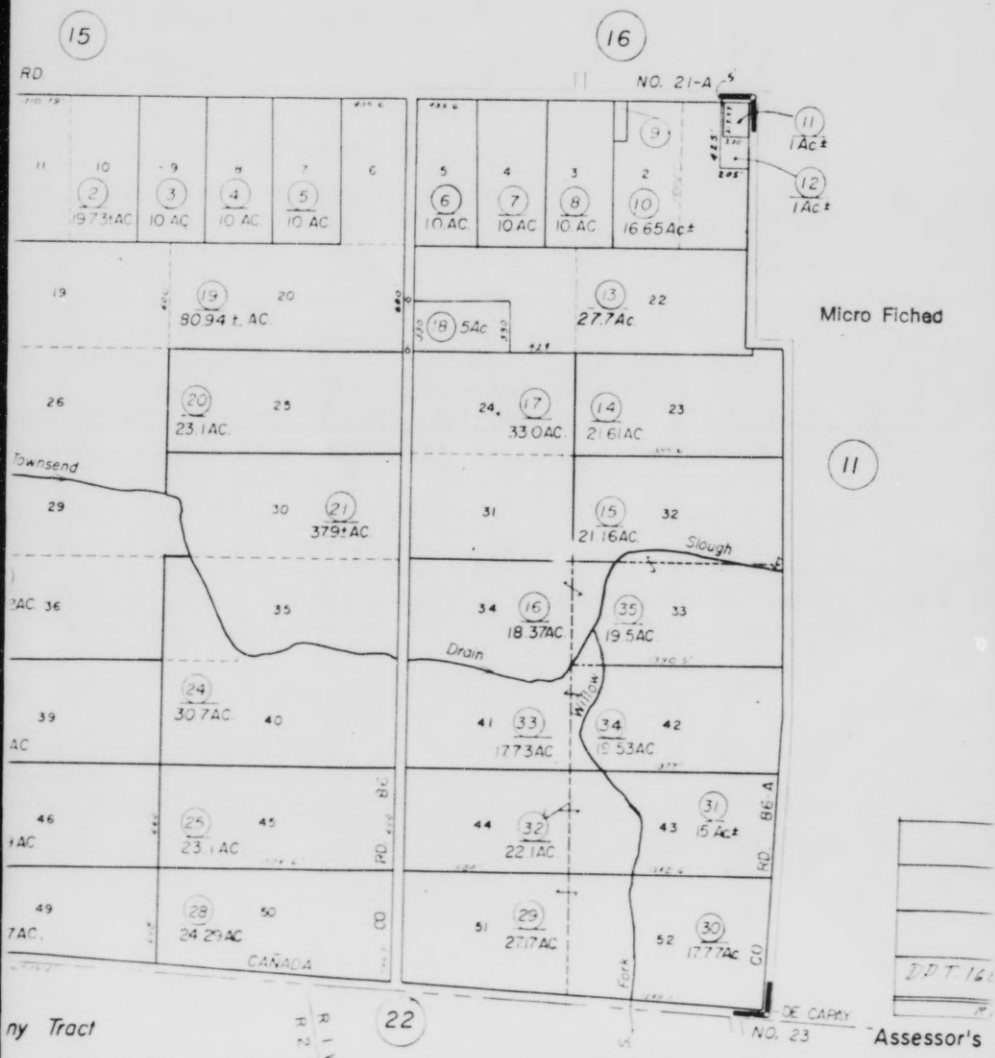
Lot 44, Yolo Irrigated Colonies of Brooke Realty Company's Subdivision No. 114, filed June 18, 1908, Book 2 of Maps, Page 4, Yolo County Records.

EXCEPTING THEREFROM 1/2 interest in all oil, gas, minerals, etc., together with the right to explore for and extract same, as reserved by Mary Anita Minatre in deed recorded October 17, 1952, Book 377, Page 237.

NOTE: The Yolo County Assessor designates the herein described property as 1974-75 Assessment Parcel No. 49-170-32, Code Area 63-017

NOTE: This Guarantee is limited to the above described property.

ANCHO CANADA DE CAPAY



NOTE – Assessor's Block Numbers Shown in Ellipses

AGREEMENT NO. 75-398

(Endorsed) Filed 12-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between Conservatorship of MARIE TADLOCK
TERRY DOROTHY GARCIA, Conservator
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P.O. Box 610, Woodland, California 95695
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 18 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 20, _____, 1975, before me the undersigned ~~County Clerk~~ Notary Public of the County of Yolo, personally appeared TERRY DOROTHY GARCIA, Conservator of the person and estate of MARIEE TADLOCK _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 20th day of June, _____, 1975.

Wanda L. Skellchock

~~XXXX

Name, Address and Telephone of Attorney(s) | Space Below for Use of Court Clerk Only

CERTIFIED COPY

ODEGERDTS, MEANS, NORTHUP & ESTEY
18 Court Street
Woodland, California 95695
Telephone: 662-7367

FILED
MAY 17 1973
LAURENCE P. HENIGAN, Clerk
By ROBIN HOLLER Deputy

Attorney(s) for Conservator

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Conservatorship of the * Person and Estate of

MARIE E. TADLOCK, also known as MARIE TADLOCK

Conservatee

Micro Fiched

No. 13237

LETTERS OF CONSERVATORSHIP

State of California, County of Yolo:

TERRY DOROTHY GARCIA

is (is/are) hereby appointed conservator of the * person and estate of the above named conservatee,** MARIE E. TADLOCK, also known as MARIE TADLOCK , with additional powers, as authorized in Probate Code §873, which powers are more particularly enumerated in the Order Appointing Conservator dated May 17, 1973.

Witness, LAURENCE P. HENIGAN, clerk of the above entitled court, with the seal of the court affixed.

Dated May 17, 1973

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By ROBIN HOLLER Deputy Clerk

*Insert where applicable: person and
**If additional powers granted, add: with the following additional powers authorized in Probate Code Section 1853: (Specify)

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of conservator of the * person and estate of the above named conservatee.

Executed on May 17, 1973 (Date), at Woodland (Place), California.

TERRY DOROTHY GARCIA

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 27, 1975

(SEAL)

LAURENCE P. HENIGAN, Clerk

By Pam Daud Deputy Clerk

Form approved by the Judicial Council of California 12-62 LETTERS OF CONSERVATORSHIP Prob. C. Secs. 1852, 1853; C.C.P. Secs. 1923, 2015.6, etc.

GUARANTEE

71 3115

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70437 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

MARIE E. TADLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 12, 1975 @ 8:00 A.M. , in the County of YOLO, State of CALIFORNIA

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A" Addition to Preserve #18

CLTA GUARANTEE FACE PAGE (REV. 6-8-71)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70437 Effective Date: June 12, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

TITLE VESTS: MARIE E. TADLOCK

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

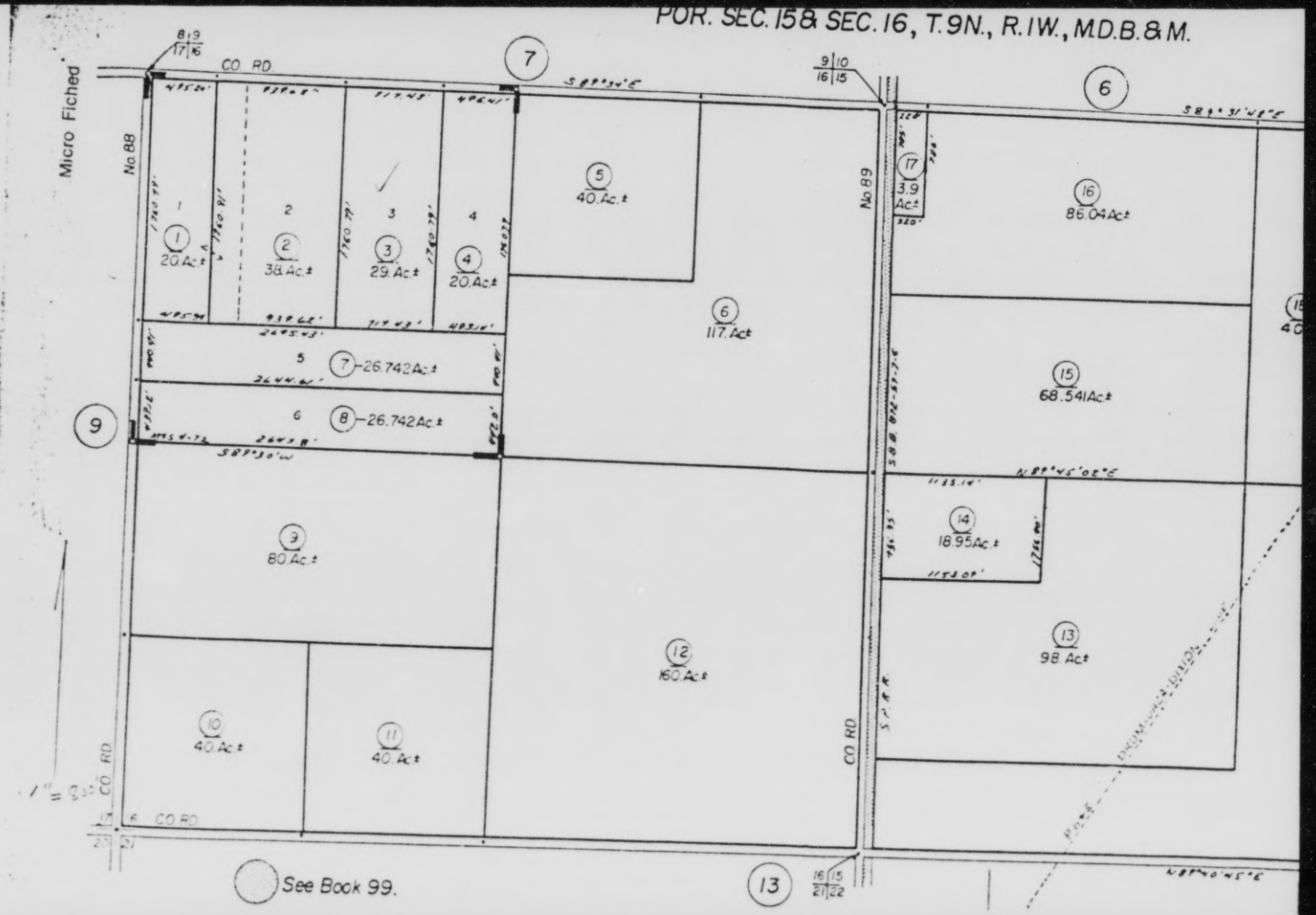
DESCRIPTION

All that real property situate in the State of California, County of Yolo, described as follows:

Tract 3 of R. G. Tadlock Lands, according to the official plat thereof, filed November 23, 1925, Book 4 of Maps and Surveys, Page 72, Yolo County Records, being a subdivision of the Northwest Quarter of Section 16, Township 9 North, Range 1 West, M.D.B.&M.

NOTE: The Yolo County Assessor designates the herein described property as 1974-75 Assessment Parcel No. 50-100-03, Code Area 63-020

NOTE: This Guarantee is limited to the above described property.


POR. SEC. 15 & SEC. 16, T. 9N., R. 1W., M.D.B. & M.
Micro Fiched
CO RD
No 88
No 89
1 20. Ac±
2 38. Ac±
3 29. Ac±
4 20. Ac±
5 40. Ac±
6 117. Ac±
7 26.742 Ac±
8 26.742 Ac±
9 80. Ac±
10 40. Ac±
11 40. Ac±
12 160. Ac±
13 98. Ac±
14 18.95 Ac±
15 68.541 Ac±
16 86.04 Ac±
17 3.9 Ac±
See Book 99.

(Endorsed) Filed 2-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 75-399

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between Nelson R. Cox and Melina Q Cox
P. O. Box 304, Esparto, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 2 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiche

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

Subscribed and sworn to before me this 27 day of June, 1975.
Robert R. Gillette
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

OFFICIAL SEAL
ROBERT R. GILLETTE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1978

OWNER(S)

Nelson R. Cox

Melva Q. Cox

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF YOLO } ss.

On 27 JUNE 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared NELSON R. COX AND MELINA Q COX

known to me to be the person S whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Signature Robert R. Gillette
Robert R. Gillette
Name (Typed or Printed)

OFFICIAL SEAL
ROBERT R. GILLETTE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires April 9, 1978

(This area for official notarial seal)

STAPLE HERE

FORM NO. 15 (9-12-68)

TI

RO 15513-064

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees Fee $ 25.00

Your Ref. A.P. 49-180-24

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a Grant Deed

Doc. recorded 3/12/1974 Doc. No. 3301 in Book 1096 Page 178 D.T.S.$ 55.00

In favor of NELSON R. COX and MELINA Q. COX, his wife, as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

See Exhibit "A" Attached

Micro Fiched

Dated: June 30, 1975 @ 7:30 A.M.

Title Insurance and Trust Company

by F. Hale Stanton

PRESIDENT

Attest: Richard H. Burditt

SECRETARY

Addition to Reserve #2

Exhibit "A"

All that real property situate in the County of Yolo, State of California, described as follows:

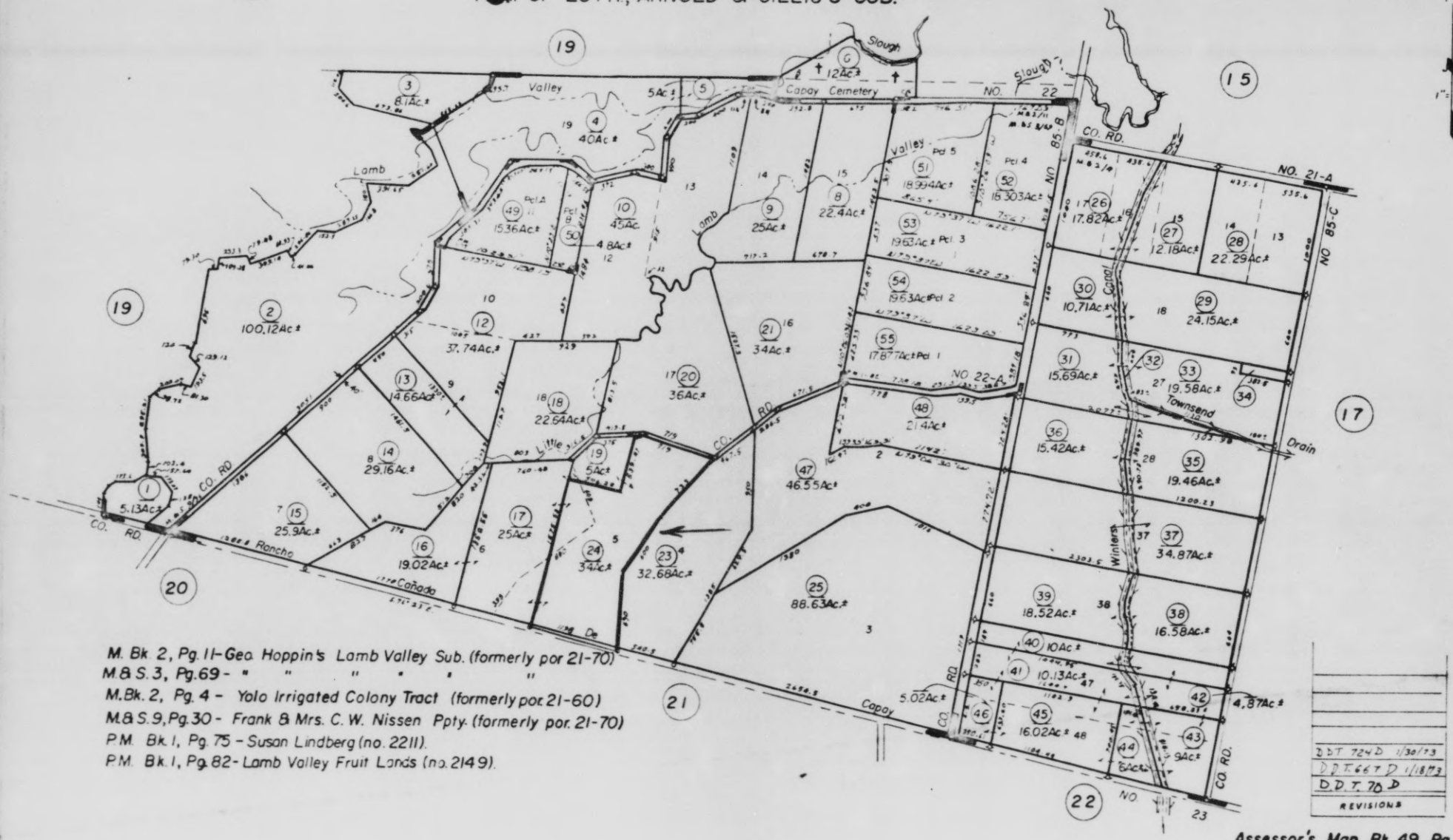
That portion of Lots 5 and 6 of "George Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the map thereof, filed for record in the Office of the Yolo County Recorder on January 4, 1909, in book 2 of Maps, at page 11, described as follows:

Beginning at the Southeast corner of Lot 5; thence along the Easterly line of said Lot 5, North 2° 56' East 690 feet; thence North 33° 56' East 600 feet; thence North 41° 56' East 733 feet to the Northeast corner thereof; thence along the center of a 40 foot road North 71° 11' West 719 feet; thence South 86° 01' West 44.5 feet more or less to the Northeast corner of that certain land described in the Deed to La Rue Schock, and wife, recorded March 31, 1966, in book 824 of Official Records, page 100; thence South 13° 41' West 539.47 feet; thence North 76° 19' West 506.22 feet; thence South 13° 41' West 1420.20 feet to a point in the South line of Lot 5, said point being South 76° 19' East 362.89 feet from the Southeast corner of Lot 6; thence South 76° 19' East along the South line of Lot 5, 835.11 feet more or less to the point of beginning.

Arb 35 Geo. Hoppin Sub of
Lamb Valley Fruit Lands
2/11 Maps

POR. RANCHO CAÑADA DE CAPAY T.10N., R.2W., M.D.B.&M.
POR. OF LOT R, ARNOLD & GILLIG'S SUB.

49-18



M. Bk 2, Pg. 11 - Geo. Hoppin's Lamb Valley Sub. (formerly por 21-70)
M.&S. 3, Pg. 69 - " " " " " "
M. Bk. 2, Pg. 4 - Yolo Irrigated Colony Tract (formerly por. 21-60)
M.&S. 9, Pg. 30 - Frank & Mrs. C. W. Nissen Ppty. (formerly por. 21-70)
P.M. Bk. 1, Pg. 75 - Susan Lindberg (no. 2211).
P.M. Bk. 1, Pg. 82 - Lamb Valley Fruit Lands (no. 2149).

D.D.T. 724 D 1/30/73
D.D.T. 667 D 1/18/73
D.D.T. 70 D
REVISIONS

Assessor's Map Bk. 49 Pg. 18
County of Yolo, Calif.
73/74

NOTE - Assessor's Block Numbers Shown in Ellipse
Assessor's Parcel Numbers Shown in Circles

7/72

AGREEMENT NO. 25-400

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between

Earnest H. Lehman and Margaret L. Lehman
P.O. Box 43 Guinda, Calif. 95637
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ernest H. Tolman

Margaret L. Tolman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
BY DEPUTY

STATE OF CALIFORNIA
COUNTY OF Contra Costa } SS

ON June 20, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EARNEST H. LEHMAN AND MARGARET L. LEHMAN

OFFICIAL SEAL
KNOLAN E. DUNCAN
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Nov. 12, 1977

825 Cumberland St., Pittsburg, CA. 94565

known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

Notary's Signature Knolan E. Duncan
KNOLAN E. DUNCAN

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

71 3110

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70391 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiche

GUARANTEES

ERNEST H. LEHMAN and MARGARET L. LEHMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 3, 1975 @ 8:00 A.M. , in the County of YOLO, State of CALIFORNIA

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Gonyo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 35

CLTA GUARANTEE FACE PAGE (REV. 6-8-71)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70391 Effective Date: June 3, 1971 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

ERNEST H. LEHMAN and MARGARET L. LEHMAN

TITLE VESTS: EARNEST H. LEHMAN and MARGARET L. LEHMAN, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL 1:
That tract of land hereinafter described which lies East of the County Road crossing the said tract from North to South, the following is the description of the tract of which Easterly part is conveyed, which said Easterly part consists of 35 acres, more or less; BEGINNING at a point on the Westerly line of the Canada de Capay Grant, 24.64 chains South 24° 35' East from an iron pin marking C.C. 3 of the Official Survey of said Grant, and running thence North 66° 44' East 100.70 chains to a stake on the Easterly grant line of said Canada de Capay Grant; thence North 23° 45' West, 5.33 chains along said grant line to a stake; thence South 67° 28' West, 100.82 chains to a stake on the Westerly line of said Grant; thence South 24° 35' East along said Grant line 6.62 chains to the place of beginning, containing 60.17 acres, more or less.

PARCEL 2:
Thirty-five acres, more or less, being that portion of the hereinafter described tract of 60.23 acres of land, more or less, which lies East of the County Road running North and South across the said tract to wit: a portion of Block 3 of William Gordon's Subdivision of a portion of Rancho Canada de Capay, described as follows: BEGINNING at a point on the Westerly Grant line of said Grant, 18.02 chains South 24° 35' East from an iron stake marking C.C. 3 of the Official Survey of said Grant, and running thence North 67° 28' East, 100.82 chains to a stake on the Easterly grant line of said Rancho; thence North 23° 45' West along said Grant line, 5.33 chains to a stake; thence South 68° 12' West, 100.92 chains to a stake on the Westerly Grant line of said Grant; thence South 24° 35' East, along said Westerly grant line 6.62 chains to the place of beginning, containing 60.23 acres, more or less, also described as being bounded on the East and West by Grant line; on the North by W.P. Gordon; on the South by Delia Lindsay and F.J. Lindsay.

(CONTINUED)

PARCEL 3:
BEGINNING at a point on the Westerly Grant line of said Canada de Capay Grant at the Southwest corner of Block 3 of William Gordon's Subdivision of a portion of said Grant, the said point of beginning being 31.26 chains South 24° 35' East from an iron stake marking C.C. 3 of the Offical Survey of said Grant; running thence North 65° East, 100.58 chains to the Southeast corner of said Block 3; thence North 23° 45' West, 5.33 chains along the Easterly Grant line of said Grant to a stake; thence South 66° 44' West, 100.70 chains to a stake on the Westerly Grant line of said Canada de Capay Grant; thence South 24° 35' East, 6.62 chains to the place of beginning, containing 60.12 acres, more or less. All of the said lands lying and being in the County of Yolo, State of California, and being a portion of Block 3 of William Gordon's Subdivision of a portion of the Rancho Canada de Capay, consisting of 130 acres, more or less.

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EXCEPTING FROM PARCEL THREE: That portion thereof lying Westerly of the centerline of State Highway No. 16, as granted in deed dated March 28, 1955, recorded March 31, 1955, Book 449, Page 474, Yolo County Records.

EXCEPTING FROM PARCELS ONE, TWO AND THREE: All that certain real property conveyed by F. J. Lindsay, also known as Francis Jackson Lindsay, and Katherine Lindsay, his wife, to Milton D. Eisner and Helen E. Freidman, dated March 31, 1930, recorded March 18, 1931, Book 23, Page 310, Yolo County Records, described as follows:

BEGINNING at a point of intersection of the East bank of Cache Creek as it existed on March 31, 1930 with the Southeasterly boundary line of that certain 60.12 acre tract of land partitioned to J. F. Griffin in that certain partition suit of Geo. Caldwalader, Plaintiff, vs. Wm. Gordon, et al., Defendants, decree recorded in Book 64 of Deeds, Page 453, Yolo County Records; and running thence North 60° 00' East, along the said Southeasterly boundary line to the most Easterly corner of the said 60.12 acre tract; thence North 23° 56' West, 15.99 chains along the Northeasterly boundary line of the 60.12 acre tract, the 60.17 acre tract and the 60.23 acre tract as the said tracts are described in Book 84 of Deeds, at Page 453 in the said partition suit; thence South 68° 12' West along the Northwesterly boundary line of said 60.23 acre tract to the East bank of Cache Creek; thence down along the said East bank following the meanders thereof to the point of beginning, being a part of Block 3 of Wm. Gordon's Subdivision of a portion of Rancho Canada de Capay, containing 25 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property as Assessment Parcel No. 18-222-01-1

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

AGREEMENT NO. 75-401

(Endorsed) Filed 3-2-76
LAURENCE P. HENRICKSEN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between

NELLIE REIFF, Rt. 2, Box 510, Woodland, California 95695
NELLIE WILLIAMSON, Rt. 2, Box 510, Woodland, California 95695
DAVID S. ADAMS, ~~Box 120, Woodland, California 95695~~
RANDALL GEORGE REIFF, ~~25 W. Monte Vista Dr., Woodland, Ca. 95695~~
~~WESLEY PAUL REIFF, Rt. 2, Box 670, Woodland, California 95695~~
JANE E. REIFF, ~~Rt. 3, Box 575, Woodland, California 95695~~
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 75-161, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsey A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Jane E. Reff

Nelli Reff

Nelli Williamson

Ronald Reff

David Adams

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1925, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA,
County of Yolo) ss.

On this 2nd day of July in the year one thousand nine hundred and seventy-five before me, Isabelle Dolan a Notary Public in and for the County of Yolo State of California, residing therein, duly commissioned and sworn, personally appeared JANE E. REIFF and NELLIE REIFF, also known as NELLIE WILLIAMSON known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

OFFICIAL SEAL
ISABELLE DOLAN
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires May 15, 1979

Isabelle Dolan

Notary Public in and for the County of Yolo State of California
My Commission Expires May 15, 1979

(Acknowledgment-General)
BARON PRESS FORM NO. 7

STATE OF CALIFORNIA,
County of Yolo) ss.

On this 2nd day of July in the year one thousand nine hundred and seventy-five before me, Isabelle Dolan a Notary Public in and for the County of Yolo State of California, residing therein, duly commissioned and sworn, personally appeared WESLEY PAUL REIFF, RANDALL GEORGE REIFF and DAVID S. ADAMS known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

OFFICIAL SEAL
ISABELLE DOLAN
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires May 15, 1979

Isabelle Dolan

Notary Public in and for the Yolo County of State of California
My Commission Expires May 15, 1979

(Acknowledgment-General)
BARON PRESS FORM NO. 7

GUARANTEE

71 3113

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70427 Liability $130.00 Fee $30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

NELLIE REIFF, JANE E. REIFF, NELLIE WILLIAMSON, DAVID S. ADAMS
WESLEY PAUL REIFF, RANDALL GEORGE REIFF

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1975 @ 8:00 A.M. , in the County of YOLO, State of CALIFORNIA

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzalez Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70427 Effective Date: June 5, 1975 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

REIFF, Nellie, Jane E., Wesley Paul, Randall George; WILLIAMSON, Nellie; ADAMS, David S.

TITLE VESTS:
NELLIE REIFF, 1/7th interest; JANE E. REIFF, 1/14th interest; NELLIE WILLIAMSON, 5/7ths interest; DAVID S. ADAMS, WESLEY PAUL REIFF, and RANDALL GEORGE REIFF, in Trust, 1/14th interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

DESCRIPTION

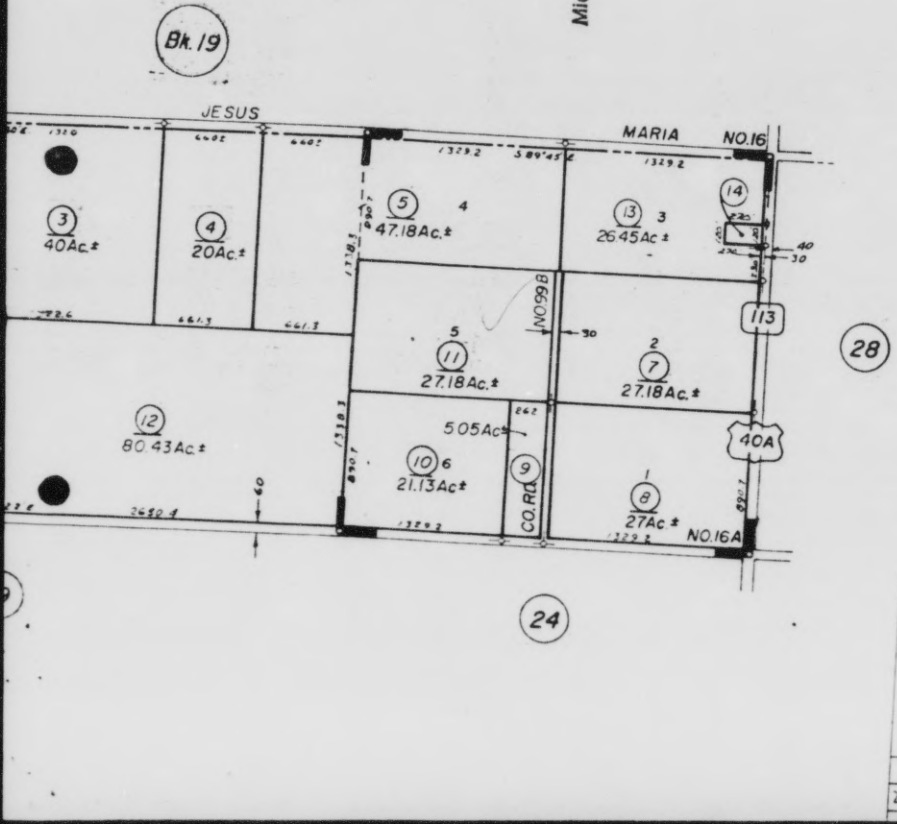
All that real property situate in the State of California, County of Yolo, described as follows:

Lot 5, Marston's Subdivision of the Harbin Grant, filed January 11, 1895, Book 1 of Maps and Surveys, Page 75, Yolo County Records.

NOTE: The above described property is designated by the Yolo County Assessor as Assessment Parcel No. 27-200-11-1

NOTE: This Guarantee is limited to the above described property.

Micro Fiched



AGREEMENT NO. 75-402

(Endorsed) Filed 3-2-76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 19 75, by and between MANUEL B. AVILLA and ~~[illegible]~~

c/o Rodegerdts, Means, Northup & Estey
P.O. Box 610, Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No 5 by the County by Resolution No. 75-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Maurice R. Wills

~~Lydia Smith~~

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 27, 1975, before me the undersigned ~~Notary Public~~ of the County of Yolo, personally appeared MANUEL B. AVILLA known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of May, 1975.

Wanda L. Skellchock
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

OFFICIAL SEAL
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 25.00 LIABILITY $ 100.00 ORDER No. 38393

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

MANUEL B. AVILLA

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 15, 1975 at 7:00 o'clock A.M.

GL/cm

TRANSAMERICA TITLE INSURANCE COMPANY

by John C Clarkburn
Assistant Secretary for the Company

"Exhibit A"

Micro Fiched

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 28393

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 3, 1975 with respect to the name(s) of

MANUEL B. AVILLIA

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

PARCEL NO.	CODE AREA
27-270-04	87-004
27-270-59	87-005
27-270-60	87-005
27-270-62	87-004
27-270-63	87-004

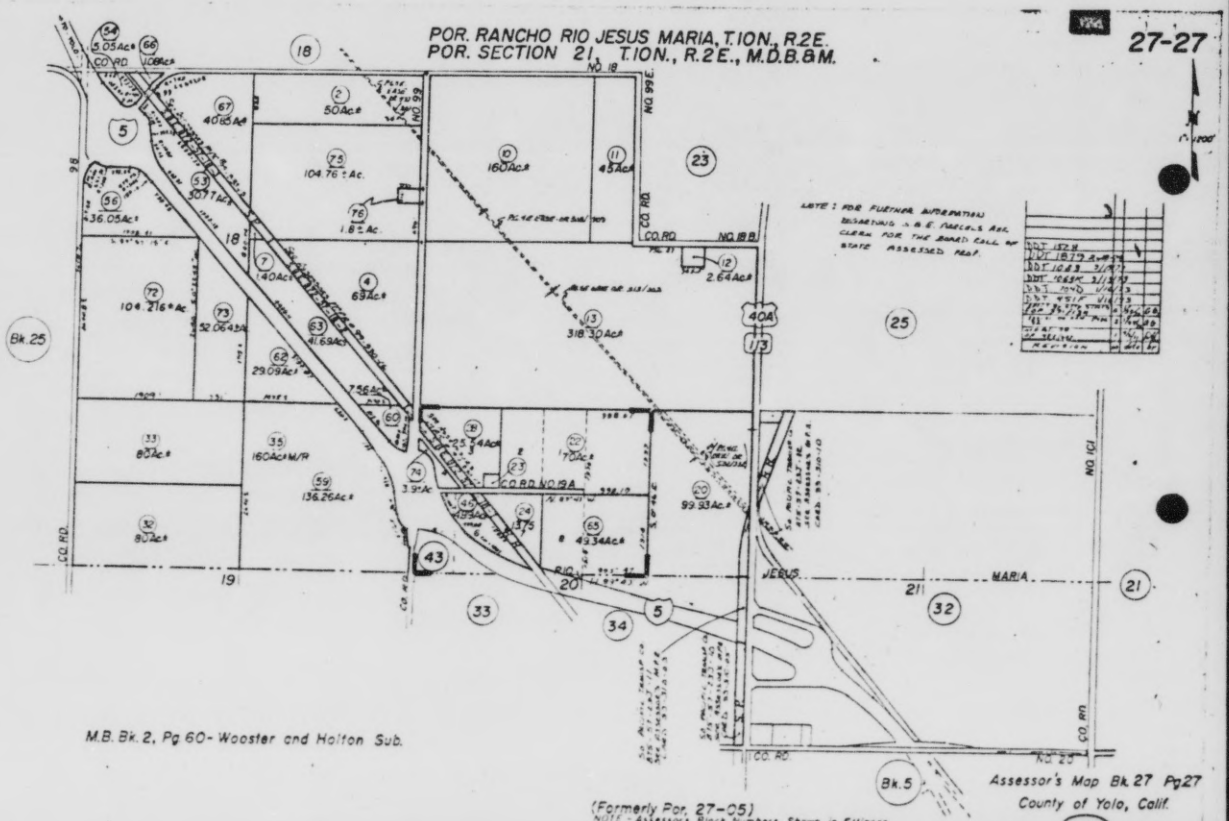
All of that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The Southeast Quarter of Section 18, and the Northeast Quarter of Section 19, Township 10 North, Range 2 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof conveyed to Northern Railway Company, a corporation, by Deed recorded July 9, 1875 in Book S of Deeds, at page 273, and by Deed recorded August 13, 1875 in Book S of Deeds, at page 429.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to State of California by Deed recorded September 26, 1969 in Book 922 of Official Records at page 667, records of Yolo County.

XXXXXXXXX


POR. RANCHO RIO JESUS MARIA, T.10N., R.2E.
POR. SECTION 21, T.10N., R.2E., M.D.B.&M.
27-27
NOTE: FOR FURTHER INFORMATION REGARDING M & B PARCELS ASK CLERK FOR THE BOARD COPY OF STATE ASSESSED MAP.
M.B. Bk. 2, Pg. 60 - Wooster and Holton Sub.
(Formerly Por. 27-05)
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk. 27 Pg. 27
County of Yolo, Calif.
JESUS
MARIA
CO. RD. NO. 99
CO. RD. NO. 18B
CO. RD. NO. 19A
CO. RD. NO. 101
CO. RD. NO. 20
Bk. 25
Bk. 5

March 1, 1974

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

•

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

•

Alameda County
1525 Webster Street, Oakland
836-4772

•

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

•

Fresno County
1004 North Van Ness Avenue, Fresno
266-0461

•

Kern County
1100 Chester Avenue, Bakersfield
327-3061

•

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
937-3800

•

Orange County
830 North Main Street, Santa Ana
547-9571

•

Sacramento County
1424 - 21st Street, Sacramento
444-6323

•

San Diego County
State and A Streets, San Diego
239-8181

•

San Francisco County
214 Van Ness Avenue, San Francisco
863-3060

•

San Mateo County
802 Brewster Avenue, Redwood City
369-4121

•

Santa Clara County
151 West Santa Clara Street, San Jose
298-4242

•

Yolo County
519 Main Street, Woodland
662-5439

•

ASSOCIATED COMPANIES

•

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 1296) South Lake Tahoe

•

Marin County
MARIN TITLE GUARANTY COMPANY
1350 Fourth Street, San Rafael

•

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding

•

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa

Micro Filmed

AGREEMENT NO. 75-403

(Endorsed) Filed 3:2:76
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 29th day of December, 1975, by and between William B and Edna L Schoenings
3912 Notre Dame Drive
Sacramento, Cal 95826
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No 101 by the County by Resolution No. 75-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Betty A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William B. Schoenigh

Edna F. Schoenigh

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF June 1972

Vincent J. Gonzales, Sr.
NOTARY PUBLIC CALIFORNIA

OFFICIAL SEAL
VINCENT J. GONZALES, SR.
NOTARY PUBLIC CALIFORNIA
YOLO COUNTY
My Commission Expires Apr. 6, 1976

Rt. 3, Box 1010, Woodland, CA. 95695

(Rev. 9/71)

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 20th day of June in the year one thousand nine hundred and seventy-five before me, Vincent J. Gonzales, Jr., a Notary Public, State of California, duly commissioned and sworn, personally appeared William E. Schoenfeld & Edna S. Schoenfeld

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Yolo the day and year in this certificate first above written.

Vincent J. Gonzales Jr.

Notary Public, State of California. My Commission Expires April 2, 1976

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 30, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

71 3114

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 70440 Liability $ 130.00 Fee $30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

WILLIAM B. SCHOENINGH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 17, 1975 @ 4:55 P.M. , in the County of YOLO, State of CALIFORNIA

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Scroggs Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

CLTA GUARANTEE FACE PAGE (REV. 4-8-71)

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 70440 Effective Date: June 17, 1975 @ 4:55 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1975, with respect to the name(s) of

TITLE VESTS: WILLIAM B. SCHOENINGH and EDNA L. SCHOENINGH, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

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All that real property situate in the State of California, County of Yolo, described as follows:

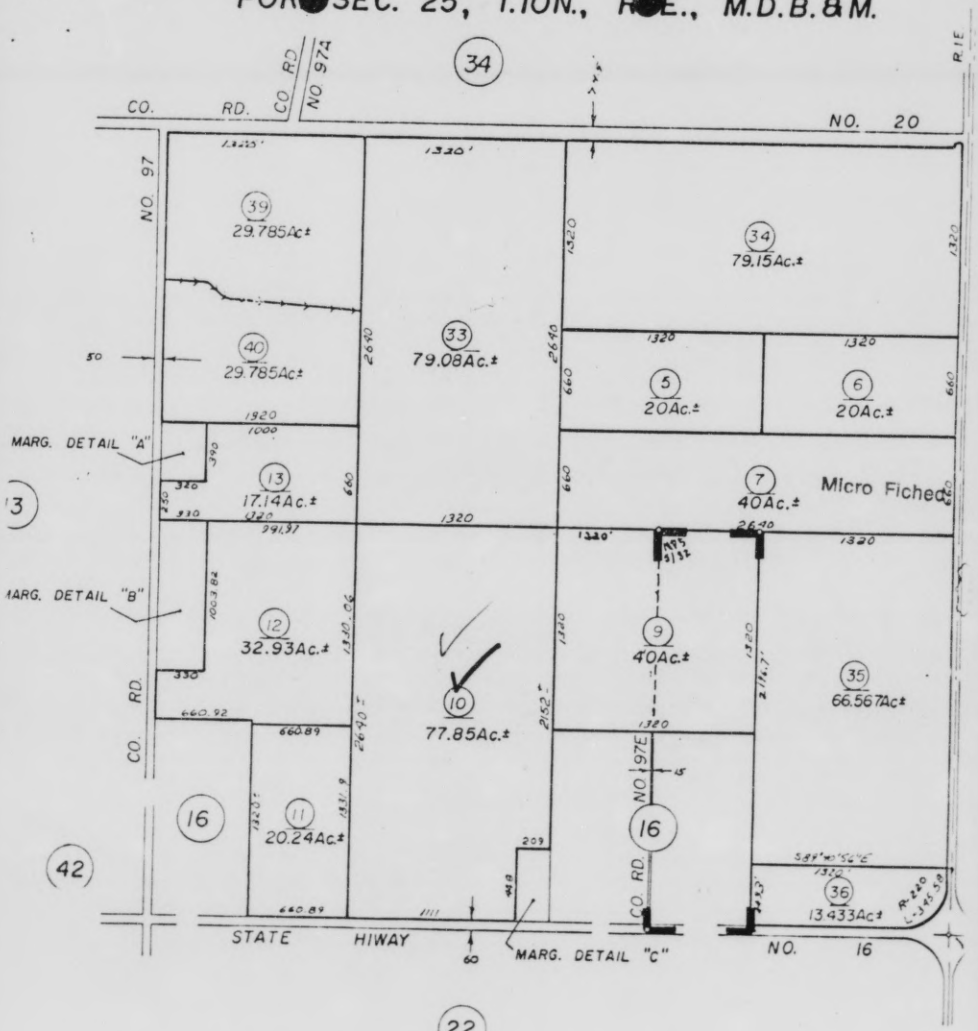
The East half of the Southwest Quarter of Section 25, Township 10 North, Range 1 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described as: BEGINNING at the Southeast corner of the Southwest Quarter of said Section 25; thence North 00° 39' 30" East, along the East line of said Quarter Section, 448.00 feet; thence North 89° 08' 30" West, 209.00 feet; thence South 00° 39' 30" West 448.00 feet, to a point on the South line of said Southwest Quarter of Section 25; thence South 89° 08' 30" East, along said Section line, 209.00 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property as 1974-75 Assessment Parcel No. 25-380-10, Code Area 87-079.

NOTE: This Guarantee is limited to the above described property.

POR SEC. 25, T.ION., R.E., M.D.B.&M.



M.&S. Bk. 5, Pg. 32-E. / of W. / of S.E. / of Sec. 25, T. ION., R. IE., M.D.B.&M.

(formerly por. 25-14 & all 25-15)

NOTE – Assessor's Block Numbers S
Assessor's Parcel Numbers S

WHEN RECORDED RETURN TO:
Mr. and Mrs. William B. Schoeningh
3012 Notre Dame Drive
Sacramento, California

8177

VOL. 1149 PAGE 376
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
JUN 17 1975
8:55 A.M. Past 4 O'clock P. M.
YOLO COUNTY, CALIFORNIA
$3.00

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

EXECUTOR'S DEED

In consideration of the sum of $166,666.66, receipt of which is hereby acknowledged, I, GILBERT T. DODDS, as Executor of the Will of BATHIA ROSS, also known as BATHIA F. ROSS, Deceased, pursuant to the order of the Superior Court of the State of California, in and for the County of Yolo, made in the matter of the Estate of BATHIA ROSS, also known as BATHIA F. ROSS, proceeding No. 13770, on June 10, 1975, confirming sale of real estate and directing the execution of a conveyance, hereby grant to WILLIAM B. SCHOENINGH and EDNA L. SCHOENINGH, his wife, as community property, all right, title, interest, and estate of the decedent at the time of her death and all right, title, and interest that the estate may have subsequently acquired by operation of law or otherwise in and to the real property situated in the County of Yolo, State of California, described as follows:

The East half of the Southwest Quarter of Section 24, Township 10 North, Range 1 East, M.D.B. & M.

EXCEPTING THEREFROM that portion described as: BEGINNING at the Southeast corner of the Southwest Quarter of said Section 25; thence North 00° 39' 30" East, along the East line of said Quarter Section, 448.00 feet; thence North 89° 08' 30" West, 209.00 feet; thence South 00° 39' 30" West 448.00 feet, to a point on the South line of said Southwest Quarter of Section 25; thence South 89° 08' 30" East, along said Section line, 209.00 feet to the point of beginning.

DATED: June 12, 1975.

GILBERT T. DODDS, as Executor of the Will of BATHIA ROSS, also known as BATHIA F. ROSS, Deceased

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 12, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GILBERT T. DODDS known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as Executor of the Will of BATHIA ROSS, also known as BATHIA F. ROSS, Deceased.

WITNESS my hand and official seal.

ROGER SANS
NOTARY PUBLIC CALIFORNIA
YOLO COUNTY

Notary Public in and for said County and State

8177

BOOK 1149 PAGE 376

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WHEN RECORDED RETURN TO:
Mr. and Mrs. William B. Schoeningh
3012 Notre Dame Drive
Sacramento, California

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

8078

VOL. 1149 PAGE 377
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
JUN 17 1975
55 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
$4.00

CONSERVATOR'S DEED

In consideration of the sum of $33,333.34, receipt of which is hereby acknowledged, I, BERNICE W. STEPHENS, as Conservator of the Person and Estate of CARLETON PIERSON, Conservatee, pursuant to the Order of the Superior Court of the State of California, for the County of Santa Clara, made in the matter of the Conservatorship of the Person and Estate of CARLETON PIERSON, Conservatee, proceeding No. 87737, on May 23, 1975, Appointing Conservator of the Person and Estate and Fixing Bond and Granting Powers, and authorizing and empowering the Conservator to sell certain real property located in Yolo County, California, hereinafter described, in which the Conservatee is the owner of an undivided one-sixth (1/6) interest, pursuant to a sale of the entire property to be conducted in Yolo County, and subject to confirmation by the Superior Court of the State of California, for the County of Yolo, and pursuant to the Order of the Superior Court of the State of California, for the County of Yolo, made in the matter of the Estate of BATHIA ROSS, also known as BATHIA F. ROSS, Deceased, proceeding No. 13770, on June 10, 1975, confirming sale of real estate and directing the execution of a conveyance of said real property, including the Conservatee's interest therein, hereby grant to WILLIAM B. SCHOENINGH and EDNA L. SCHOENINGH, his wife, as community property, all right, title, interest, and estate of the Conservatee in and to the real property situate in the County of Yolo, State of California, described as follows:

The East half of the Southwest Quarter of Section 25, Township 10 North, Range 1 East, M.D.B. & M.

EXCEPTING THEREFROM that portion described as: BEGINNING at the Southeast corner of the Southwest Quarter of said Section 25; thence North 00° 39' 30" East, along the East line of said Quarter Section, 448.00 feet; thence North 89° 08' 30" West, 209.00 feet; thence South 00° 39' 30" West 448.00 feet, to a point on the South line of said Southwest Quarter of

M1149 PAGE 377

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Section 25; thence South 89° 08' 30" East, along said Section line, 209.00 feet to the point of beginning.

DATED: June 12, 1975.

Bernice W. Stephens

BERNICE W. STEPHENS, as Conservator of the Person and Estate of CARLETON PIERSON, Conservatee

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On June 12, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BERNICE W. STEPHENS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as Conservator of the Person and Estate of CARLETON PIERSON, Conservatee.

WITNESS my hand and official seal.

Maurice L. Martin
Notary Public in and for said County and State

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Rec 1149 pg 378

8078

YOLO COUNTY AGREEMENT NO. 75-404

GRANT AWARD

REC'D MAR 22 1976

The Office of Criminal Justice Planning, hereinafter designated "OCJP", hereby makes a grant award of funds to [illegible] hereinafter designated the "Subgrantee" under the provisions of Title I, part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended (PL 91-644), hereinafter designated "Safe Streets Act", in the amount and for the purpose and duration set forth in this grant award.

Project Title: YOUTH AND YOUNG ADULT DIVERSION PROGRAM	Contract No. A-1509-3-76
	Project No. 1509 -3
	Grant Period 7-1-76 -- 3-31-77
Project Director (Name, Address, Telephone): Leroy Ford, Chief Probation Officer, P.O. Box 239, Woodland, CA 95695, (916) 666-8255	Federal Amount $11,475
	State Buy In $ 636
	Local Hard Match $ 636
Financial Officer (Name, Address, Telephone): County of Yolo Auditor/Controller, Yolo County Courthouse, Court Street, Woodland, CA 95695, (916) 666-8407	Other Match
	Total Project Cost $12,751

FILED
SEP 21 1976
LAURENCE P. HENIGAN, Clerk
By Deputy

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This grant award consists of this title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and the Standard Grant Award conditions which are attached hereto as Attachment B and made a part hereof.

The Subgrantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and the applicable provisions of the Safe Streets Act.

APPROVED

Office of Criminal Justice Planning
7171 Bowling Drive
Sacramento, California 95823

By [signature] DATE 3-15-76
Official Authorized to Sign for Subgrantee
Name:
Title:
Address:

I hereby certify that all conditions for exemption have been complied with, and this contract is exempt from Department of General Services approval.

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

By [signature] DATE 3-19-76
Executive Director, OCJP

MAR 17 1976

SPECIAL DEPOSIT FUND LEAA

GENERAL FUND

ITEM 13 Ch 176/75 [illegible]

Fiscal Year 75/76

Fiscal Officer [signature]

OCJP 552 - For use ONLY when TOTAL PROJECT COST is less than $25,000.

Project Summary

There have been no major changes in either the primary project objectives or the methodology utilized in obtaining project objectives in this third year application for funds.

First year project implementation was January 1, 1974; to date, the project appears to be in compliance with the grant contract award.

This program involves first offenders of the youth and young adult age group as accepted from the District Attorney's Office for exposure to changed working and living environments supportive of positive behavior. This diversion starts for the client before the costly litigative process is begun. Some of the objectives of behavior change are the full-time pursuit of educational goals, full-time employment or a full-time combination of both educational goals and employment; avoidance of environments and situations conducive to illegal behavior; and a thorough planning of future goals by the client. The emphasis of the therapeutic program is on the client's continuing to earn the right to remain in the diversion program. By adhering to the conditions negotiated at the beginning of the diversion the client avoids the litigative process and a criminal record as well.

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20. BUDGET SUMMARY FOR GRANT PROJECT

If it is anticipated that funds will be requested for second and/or third year activities, fill in those spaces. If this application is for second year funding, then fill in the "Total First Year" with the approved amounts for that period, and the anticipated amounts for third year funding.

1. Budget should be based on a grant year (12 month or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.
2. Including State Buy-In funds.

	TOTAL FIRST YEAR[1]			TOTAL SECOND YEAR[1]			TOTAL THIRD YEAR[1]		
Budget Category	Total	Grant Funds	Matching[2] Funds	Total	Grant Funds	Matching[2] Funds	Total	Grant Funds	Matching[2] Funds
Personal Services	63,695	34,234	29,461	25,500	22,950	2,550	12,751	11,475	1,276
Travel	2,800	2,800	--	--	--	--	--	--	--
Consultant Services	2,000	2,000	--	--	--	--	--	--	--
Equipment	6,866	6,866	--	--	--	--	--	--	--
Supplies & Operating Expenses	--	--	--	--	--	--	--	--	--
Total Project Cost	75,361			25,500			12,751		
Grant Funds Requested		45,000			22,950			11,475	
Grantee Contribution			29,461			2,550			1,276

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DETAILED PROJECT BUDGET

BUDGET CATEGORY	TOTAL	FEDERAL FUNDS	HARD MATCH		OTHER
			STATE BUY-IN	LOCAL HARD MATCH	
21. Personal Services					
A. Salaries Program Director Annual Salary $16,140 - 70% of salary for one full year.	12,751	11,475	638	638	--
B. Benefits					
TOTAL	12,751	11,475	638	638	--

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BUDGET CATEGORY	TOTAL	FEDERAL FUNDS	HARD MATCH		OTHER
			STATE BUY-IN	LOCAL HARD MATCH	
22. Travel					
TOTAL	----	----	----	----	----
23. Consultant Services					
TOTAL	----	----	----	----	----
24. Equipment					
TOTAL	----	----	----	----	----

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BUDGET CATEGORY	TOTAL	FEDERAL FUNDS	HARD MATCH		OTHER
			STATE BUY-IN	LOCAL HARD MATCH	
25. Supplies and Operating Expenses					
				Micro Fiched	
TOTAL	---	---	---	---	---
26. TOTAL PROJECT COST	12,751	11,475	638	638	---
27. Percent of Total Project Cost	100%	90%	5%	5%	---

20. Budget Narrative

A. Personal Services

Program Director $16,140 per year, full time position, 76% grant contribution. The Program Director administers the Diversion Program. She must select, hire, and supervise staff; plan the project so it conforms to the spirit of the proposal; act as liaison between the project and any other agency or community group; and guide the project in a direction which does not duplicate existing programs.

"Yolo County Youth and Young Adult Diversion Program" is an ongoing Region D project and the requested funds are for third year funding.

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The project will be maintained at the same level of service afforded the overall program activity during the initial two years.

The requested funding in the amount of $11,475 federal and $638 state buy-in will be matched by local hard cash of $638.

In addition, approximately $70,689 will be provided by appropriate local and other funding sources to ensure the original level of service commensurate with OCJP rules and regulations.

Salaries and benefits will be supplemented by $58,771, operating expenses by $9,322, and travel by $2,796.

Also, 201's will be filed monthly by the appropriate financial officer with quarterly reports provided by the project staff.

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EMPLOYMENT OPPORTUNITY

PROBATION DIVERSION PROGRAM DIRECTOR

FINAL FILING DATE: Jan 15, 1974

SALARY RANGE: $1017.00 $1067.00 $1120.00 $1177.00 $1235.00

THE POSITION: The Probation Diversion Program Director plans, assigns, and directs the work of a specialized unit or program within either the adult or juvenile division of the Probation Department; act as liaison between the department and other agency or community groups with the goal of meeting the program objectives; supervise 2-4 staff members assigned to the program and assist staff with difficult or unusual problems; review probation work to assure compliance with laws, rules, regulations, professional standards, and established policies; develops and conducts periodic staff training programs; estimates future needs and requirements of the specialized unit and assists in preparing the Department budget; prepares written reports and correspondence; represents the Probation Department before interested groups and individuals.

ADDITIONAL INFORMATION: This is a newly authorized position funded by a California Council on Criminal Justice (CCCJ) grant. The grant is for a one year period but may be renewed on a year to year basis up to a maximum of three years.

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MINIMUM QUALIFICATIONS:

Education: Equivalent to graduation from college with major work in psychology, sociology, criminology, or closely related field.

Experience: Three years of responsible experience in social work, counselling, correctional casework or comparable duties. A Master's Degree in social casework, counselling, psychology, or related field may be substituted for one year of the qualifying experience.

Examination: The applications will be reviewed and those who have the best qualifications will be interviewed by an Oral Qualification Board. The five applicants who receive the highest ratings will have their names certified to the County Probation Officer who will make the final selection.

HOW TO APPLY: Applications may be obtained from the Personnel Department, Courthouse Room 102, Woodland, California, 95695. Phone (916) 666-8358.

BENEFITS:

Sick Leave: Earned at the rate of one day per month, unlimited accumulation.
Vacation: Two weeks after one year, three weeks after three years, increasing to twenty one days after twenty years.
Group Health Insurance Plan: A choice of two plans is available. The County pays the cost for an employee and one dependent under the least expensive plan.
Retirement Plan integrated with Social Security.
Holidays: An average of eleven paid holidays per year.

AN EQUAL OPPORTUNITY EMPLOYER

RESUME

Penelope M. Clarke

DOB: 7-1-47

Address: 320 W. 14th Street
Davis, CA 95616
Phone: 756-0421 Residence
666-0256 Business

EDUCATIONAL BACKGROUND

Degrees or Units	Colleges	Dates
63	Sacramento City College	1965-1968
B.A. (Social Welfare)	California State University at Sacramento	1968-1970

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Training Courses	Sponsor	Dates
-Transactional Analysis	UCD	1970
-Probation Officers Training	Youth Authority	1970
-Juvenile Pharmacology	UCD	1972
-Training Course for Coordinators of Correctional Volunteer Programs	Youth Authority	1972
-Behavior Modification	Youth Authority	1973
-Workshop for Coordinators of Volunteer Programs	Youth Authority	1973
-Volunteer Programs in Institutions	Youth Authority	1973
-Workshop on Volunteers in the Courts	Youth Authority	1973
-Workshop on Public Service Internships	Advisory Coordinating Council on Public Personnel Management	1973
-Family Counseling	San Francisco Family Therapy Institute	1971
-Intensive Managerial Workshop	Hennipen County Court Services-Minnesota	1973
-2nd Volunteer Corrdinators Training Course	Youth Authority	1973
-832 P.C. Arrest, Search, Seizure	Santa Rosa Jr. College	1974
-Intermediate Family Therapy	Family Therapy Institute at Marin	1974

-Crisis Counseling Workshop	Sacramento Medical Center	1974
-Psychodrama Workshop	Yolo County Mental Health	1974
-Alternatives to Criminal Justice	UCD	1975

PROFESSIONAL EXPERIENCE

October 1969 to February 1970

Juvenile Hall Counselor (on call)
Sacramento County Probation Department
Sacramento, California

Duties:

Supervised the activities of juveniles who were detained in Juvenile Hall; Conducted individual counseling sessions with juveniles; Prepared adjustment reports on juveniles.

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February 1970 to July 1973

Deputy Probation Officer
Yolo County Probation Department
Woodland, California

Duties:

For 1½ years I supervised juvenile offenders who were being diverted from the Juvenile Court as part of a study on unofficial probation being conducted by the National Council on Crime and Delinquency. Conducted individual and family counseling sessions. Additionally, I acted as a research assistant for NCCD and in that capacity, collected data on the experimental group of probationers, and wrote a summary of the unofficial probation project which was published by NCCD. I also wrote social study reports for Juvenile Court on dependent children, and conducted stepparent adoption investigations.

For one year I supervised a caseload of Juvenile Court wards who were delinquent and pre-delinquent; conducted social study reports for Juvenile Court on delinquent and pre-delinquent children. Conducted individual, family, and group counseling. On occasion, supervised the juvenile probation unit.

For one year I supervised a caseload of misdemeanant adult probationers. Conducted pre-sentence investigations for Justice Courts on adult defendants; Coordinated volunteer services for the probation department. As coordinator, I recruited, screened, trained, and supervised 40 volunteers who worked in various capacities throughout the department. Supervised the work of one Deputy Probation Officer.

July 1973 to
April 1974

Probation Officer III
Yolo County Probation Department
Woodland, California

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Duties:

Supervised the Misdemeanant Supervision Unit in which the probation officers are responsible for supervision of all Justice Court probationers in Yolo County, and pre-sentence investigations for the Justice Courts. Coordinated Probation Department Volunteer Services. Conducted training sessions for staff and volunteers under my supervision. Evaluated the work and performance of staff and volunteers under my supervision. Represent the Probation Department at public speaking engagements.

April 1974 to
Present

Youth and Young Adult Diversion Program
Director
Yolo County Probation Department
Woodland, California

Duties:

Develop and implement a diversion program for adult offenders in order to provide an alternative to prosecution. Train, supervise and evaluate the performance of diversion counselors and student interns who work in the diversion program. Administrative responsibility for a grant from the Office of Criminal Justice Planning to fund the Diversion Project. Coordinate the services of the County District Attorney, Public Defender, Mental Health, Probation Department and Courts with regard to diversion cases.

ADDITIONAL DUTIES

July 1971 - July 1973	Co-leader of group counseling sessions for adolescents and co-therapist in individual and family counseling sessions conducted by Yolo County Mental Health.
June 1973	Panel Member-Workshop on Public Service Internship programs sponsored by the Governor's Advisory Coordinating Council on Public Personnel Management.
Nov.-Dec. 1973-April 1974	Statewide Consultant on Volunteers in Corrections for the California Youth Authority; Conducted training sessions for Coordinators of Volunteer Programs in California.
July 1974 - December 1974	Chairperson, Yolo County Probation Department Planning Committee. Conducted a study of the present organization of the Yolo County Probation Department, examined the delivery of services to the clients and examined potential new directions and areas of service for the Probation Department. Completed a written report on the study with recommendations for the direction of future planning.
May 1974	Panel Member-Conference on Women in Criminal Justice sponsored by the Women's Justice Forum.

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DIVERSION PROGRAM
P.O. Box 239 95695
916-666-8256

LEROY FORD
Project Director

PENELOPE CLARKE
Program Director

January 15, 1976

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Stan Sachs, Director
Criminal Justice Planning
1225 Eighth Street, Suite 400
Sacramento, California 95814

RE: Youth & Young Adult Diversion
Program Evaluation

Dear Mr. Saacs:

The first year evaluation of our project was completed and submitted to your office May, 1975. The second year evaluation is in progress and will be submitted within 90 days of the end of the second contract year.

Sincerely,

Penelope Clarke

PENELOPE CLARKE
Adult Diversion Program Director

PC:cjb

STATE of CALIFORNIA } ss.
COUNTY of YOLO }

I, [illegible], County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original on file in this office.

ATTEST: Jan. 5, 1976

[illegible]
County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yolo, State of California

By Paula Conrad
Deputy

FILED
JAN [illegible]
LAURENCE P. [illegible], Clerk
By Barbara A. Rodgers

RESOLUTION NO. 75-163

(Resolution Authorizing Application for 3rd Year Grant for Law Enforcement Purposes to the Office of Criminal Justice Planning)

WHEREAS, the COUNTY OF YOLO through its Probation Department, desires to undertake a certain project designated Yolo County Youth and Young Adult Diversion Program to be funded in part from funds made available through the Omnibus Crime Control and Safe Streets Act of 1968, PL 90-355, as amended, PL 91-644, (hereinafter referred to as the Safe Streets Act) administered by the Office of Criminal Justice Planning (hereinafter referred to as OCJP).

NOW, THEREFORE, BE IT RESOLVED that the Probation Officer of the COUNTY OF YOLO is authorized, on its behalf, to submit the attached Application for Grant for Law Enforcement Purposes to OCJP and is authorized to execute on behalf of the COUNTY OF YOLO the attached Grant Award Contract for law enforcement purposes including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the applicant agrees to provide all matching funds required for said project (including any extension or amendment thereof) under the Safe Streets Act and the rules and regulations of OCJP and the Law Enforcement Assistance Administration and that cash will be appropriated as required thereby.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant on-going law enforcement expenditures.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1975, by the following vote:

AYES: Duncan, Thompson, Barton.
NOES: Edmonds.
ABSENT: None.
ABSTAINING: Marchand.

[signature] Chairman of the Board of Supervisors
County of Yolo, State of California

1-2-76

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XEROX
CERTIFIED COPY

ATTEST:
LAURENCE P. HERRIGAN, CLERK

BY Barbara Rodrigues
DEPUTY

(SEAL)

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ADDENDUM NO. 1 (Revision No. 1)

1. Pursuant to the revision of Penal Code Sec. 1300 et seq. on October 1, 1973, the Office of Criminal Justice Planning (OCJP) was established. All references hereinabove to the California Council on Criminal Justice (CCCJ) contained in Attachments to Grant Awards, i.e., Applications, Contractual Provisions, Resolutions, etc., shall be considered as references to OCJP as of January 1, 1974.

2. Paragraph 4 of the Standard Grant Award Conditions is hereby amended to read as follows:

"4. Operation Reports. This grant award is made upon the express condition, in addition to all other terms and conditions contained herein, that the Subgrantee will submit promptly when due to OCJP the following reports:

(a) A quarterly report of the operation of the project for each three months of the project, including any extension of this award, beginning with the first month designated in the "Grant Period". Each such quarterly report will be filed on or before the tenth day after the end of each three-month period. If the period covered by the final quarterly report is less than three months, the final quarterly report will be filed by the Subgrantee on or before the tenth day after the end of said final period.

(b) Every quarterly report will discuss, in a separate section, the status of the procedures instituted to assure compliance with the Security and Privacy clause of the Crime Control Act of 1973 (42 U.S.C., Section 3771) where applicable.

(c) Each quarterly report will also set forth, in a separate section, the status of the equal employment program in terms of compliance with the LEAA Guidelines (28 CFR, Sections 42,301 et seq.) where applicable.

(d) A final report on or before the 90th day after the completion of the project, including any extension of this grant award, covering the entire period of the project.

(e) Such additional reports in such form and containing such information as either OCJP or LEAA may reasonably require.

Each quarterly report and the final report will describe activities and accomplishments during the period covered by the report. Special attention will be given to project phases or stages which have been completed (e.g., initial planning state, completion of preliminary survey effort, purchases of required equipment, staging of pilot training programs, etc.). Any special reports, evaluation studies, publications or articles prepared as a result of the operation of the project during the quarter will be attached, and major administrative developments will be covered (changes in personnel, project design, etc.). Problem areas and critical observations as well as project success, will be mentioned and frankly discussed in all of the reports.

It is expressly understood and agreed that any funds otherwise due or payable to the subgrantee under this grant award will not be due or payable and this grant award may be terminated if any of the reports which the subgrantee is required to submit to OCJP under the terms and conditions of this grant award are not submitted to OCJP promptly when due, provided that any payment by OCJP to the Subgrantee after the Subgrantee has failed to file with OCJP any such required report when due shall not be considered as grounds for any waiver or estoppel against OCJP."

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The following provisions are hereby added to the Grant Award Conditions:

Security and Privacy.

a. The Subgrantee agrees that except as provided by Federal law other than the Crime Control Act of 1973 (42 U.S.C., Sections 3701 et seq.), none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

b. Criminal history information:

(1) The term "criminal history information" includes records and related data, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrest, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

(2) If the Subgrantee utilizes "criminal history information", the Subgrantee shall comply with the following:

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All criminal history information collected, stored, or disseminated shall contain, to the maximum extent feasible disposition as well as arrest data where arrest data is included therein. The collection, storage, and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the Subgrantee and any contractor or sub-contractor shall assure that the security and privacy of all information is adequately provided for and that such information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete, or maintained in violation of the Crime Control Act of 1973, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

c. Any person violating the Security and Privacy provisions contained herein or of the Crime Control Act of 1973 (42, U.S.C., Section 3771 (c), or of any rule, regulation, or order issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

d. The subgrantee assures that the foregoing provisions of the Security and Privacy clause shall be incorporated, as appropriate, into all contracts, subgrants or sub-contracts.

ADDENDUM No. 2 July 10, 1975

Paragraph 17 of the Standard Grant Award Conditions, entitled "Publications", is deleted and the following "Publications" clause is substituted.

17. Publications. Before publishing any materials produced by activities supported by this Agreement, the Subgrantee or its contractor (the contractor) shall notify OCJP 90 days in advance of any such intended publication and shall submit 20 copies of the materials to be published. Within 60 days after any such materials have been received by OCJP, OCJP shall submit to the Subgrantee its comments with respect to the materials intended to be published. The Subgrantee or its contractor shall determine, within 10 days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of OCJP and shall advise OCJP of its determination within 15 days after such comments have been received by the Subgrantee or its contractor. If the Subgrantee or its contractor determines not to incorporate any of the comments of OCJP into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

A. A credit reference reading as follows: "The preparation of these materials was financially assisted through a federal grant from the Law Enforcement Assistance Administration and the California Office of Criminal Justice Planning and under Title I of the Crime Control Act of 1973."

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B. A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of OCJP or LEAA. OCJP and LEAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so. A copy of these materials may be obtained from OCJP or LEAA upon payment of the cost for reproducing the materials."

C. The comments of OCJP in full, unabridged, and unedited.

If the Subgrantee or its contractor wishes to incorporate some or any of the comments of OCJP in the text of the materials, it shall revise the materials to be published and resubmit them to OCJP which shall prepare comments on the resubmitted data within 30 days after receipt thereof. Within 10 days after receipt of these comments, the Subgrantee or its contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to OCJP and shall advise OCJP of this determination within 15 days after receipt of the comments of OCJP. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which OCJP has submitted its comments to the Subgrantee or its contractor.

If OCJP has not submitted its comments on any materials submitted to it within 90 days after OCJP has received any such materials, the Subgrantee or its contractor may proceed to publish the materials in the form in which they have been submitted to OCJP but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

ATTACHMENT B

CALIFORNIA COUNCIL ON CRIMINAL JUSTICE

Standard
Grant Award Conditions

1. General

   A. Subgrantee agrees that the funds awarded pursuant to this grant award will be used in accordance with all the terms and conditions set forth in or incorporated by reference in: (1) this grant award (which includes the title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and these Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof); (2) the CCCJ *Fiscal Affairs Manual*, as amended from time to time, which is hereby incorporated in these Grant Conditions; and (3) the Safe Streets Act.

   B. Subgrantee agrees that funds awarded pursuant to this grant award will be used to supplement and not to supplant funds otherwise made available for law enforcement purposes, and to the extent possible, will be used to increase such funds.

   C. Subgrantee agrees to make available and to expend from non-federal sources adequate resources to meet the matching requirements specified in the Safe Streets Act in accordance with the applicable regulations and requirements of the Law Enforcement Assistance Administration, hereinafter designated "LEAA".

   D. Subgrantee understands that the award of this grant in no way assures or implies continuation of funding beyond the grant period indicated in this grant award.

2. Delay in Initiating Project. If the project has not been initiated and operated in accordance with this grant award within 60 days after the commencement date of this grant award, the Subgrantee shall submit a written report, no later than 10 days after the expiration of said 60 day period, to CCCJ indicating the steps taken to initiate the project, the reasons for the delay and the expected starting date.

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   If the project is not fully operating in accordance with the terms of this grant award within 90 days after the commencement date of the grant period, the Subgrantee shall submit a further written report, within 10 days after the expiration of said 90 day period, to CCCJ describing the delay in project implementation, at which time CCCJ may cancel the project and redistribute the grant award funds to other project areas. The CCCJ, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90 day period.

   If any such report is not filed with CCCJ by the Subgrantee when due, this grant award shall be terminated upon 10 days written notice to the project director. No extensions of these periods will be granted and no reports will be permitted to be filed after the period has expired.

3. Evaluation of Prior Year Funding. If the project to be conducted under this grant award or any portion thereof has been conducted with funds granted by CCCJ or LEAA during any period prior to the date of this grant award, a formal evaluation of the project or the applicable portion thereof for any such prior period must be prepared and filed with CCCJ no later than 90 days after the date of this grant award. This evaluation must be written, complete, accurate and must be satisfactory to CCCJ in its sole discretion. If no written evaluation for said prior period is filed with CCCJ within 90 days after the date of this grant award, this grant award shall be terminated upon 10 days written notice to the project director. No extensions of said 90 day period will be granted and no evaluations will be permitted to be filed after said period has expired. If a written evaluation for said prior period is filed with CCCJ no later than 90 days after the date of this grant award, the evaluation will be reviewed by CCCJ. CCCJ shall determine in its sole discretion whether or not the evaluation is satisfactory. This determination shall be made no later than 180 days after the date of this grant award. If CCCJ determines that this evaluation is not satisfactory, this grant award shall be terminated upon 10 days written notice to the project director.

4. Operation Reports. This grant award is made upon the express condition, in addition to all other terms and conditions contained herein, that the Subgrantee will submit promptly when due to CCCJ the following reports: (a) A quarterly report of the operation of the project for each three months of the project, including any extension of this award, beginning with the first month designated in the "Grant Period". Each such quarterly report will be filed on or before the tenth day after the end of each three-month period. If the period covered by the final quarterly report is less than three months, the final quarterly report will be filed by the Subgrantee on or before the tenth day after the end of said final period. (b) A final report will be filed by the Subgrantee on or before the 90th day after the completion of the project, including any extension of this grant award, covering the entire period of the project. (c) Such additional reports in such form and containing such information as either CCCJ or LEAA may reasonably require.

   Each quarterly report and the final report will describe activities and accomplishments during the period covered by the report. Special attention will be given to project phases or stages which have been completed (e.g., initial planning state, completion of preliminary survey effort, purchases of required equipment, staging of pilot training programs, etc.). Any special reports, evaluation studies, publications or articles prepared as a result of the operation of the project during the quarter will be attached, and major administrative developments will be covered (changes in personnel, project design, etc.). Problem areas and critical observations, as well as project success, will be mentioned and frankly discussed in all of the reports.

   It is expressly understood and agreed that any funds otherwise due or payable to the Subgrantee under this grant award will not be due or payable and this grant award may be terminated if any of the reports which the Subgrantee is required to submit to CCCJ under the terms and conditions of this grant award are not submitted to CCCJ promptly when due, provided that any payment by CCCJ to the Subgrantee after the Subgrantee has failed to file with CCCJ any such required report when due shall not be considered as grounds for any waiver or estoppel against CCCJ.

5. Obligation of Grant Funds. Grant funds may not, without prior written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days.

6. Written Approval of Changes. Subgrantees must obtain prior written approval from CCCJ for major project changes. These include: (a) Changes of substance in the project activities, designs or research plans set forth in this grant award; (b) Changes of key professional personnel identified in this grant award; (c) Changes in the approved project budget as required by the CCCJ *Fiscal Affairs Manual*.

7. Fiscal Regulations. The fiscal administration of grants is subject to all rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, and the like, prescribed by CCCJ or LEAA, and as amended from time to time, including those set forth in the CCCJ *Fiscal Affairs Manual*.

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8. Performance Bond. All Subgrantees who are not units of city, county, or state governments are required to bond within 30 days after final execution of this grant award all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50% of the total grant award.

9. Utilization and Payment of Funds. Subgrantee agrees to establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, the grant funds and the required non-federal expenditures; such disbursement and accounting procedures shall meet the requirements of the State of California to the federal government as specified in the Safe Streets Act and the CCCJ *Fiscal Affairs Manual*. Funds awarded are to be expended only for purposes and activities covered by this grant award.

   Project funds will be made available by CCCJ on the basis of periodic requests and estimates of fund needs submitted by the Subgrantee. Grant funds which have been disallowed as a result of audit will be recovered through direct contact with the Subgrantee, right of off-set with the State Controller's Office, or through other appropriate legal means.

10. Allowable Costs. The allowability of costs incurred under this grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Office of Management and Budget Circular No. A-87, or Office of Management and Budget Circular No. A-21 if Subgrantee is an educational institution, as interpreted and amplified in these Standard Grant Award Conditions and in the CCCJ *Fiscal Affairs Manual*. Costs will be allowed only for goods and services provided and utilized no later than the end of the period for liquidating obligations as provided in paragraph 5 above, including any written extensions thereof by CCCJ.

Any expenditure of funds by the Subgrantee which exceeds the total cost estimate for any major budget category in this grant award by 15% or more of said total cost estimate, or by an amount of $5,000, whichever is less, will be permitted only after written approval of CCCJ.

11. Project Income. All interest earned on grant funds must be accounted for and paid to CCCJ unless the Subgrantee is the State of California or an agency thereof. All Subgrantees must account for all other project income derived at any time, in whole or in part, from the use of grant funds or from the conduct of the grant project, including but not limited to sale of publications, royalties, registration fees, or service charges.

    A. Such other project income received by the Subgrantee prior to the termination of the grant period of this grant award, including any extensions thereof, shall:

        1) be added to funds committed to the project by CCCJ and the Subgrantee and be used to further eligible program objectives; or

        2) be deducted from the total project costs for the purpose of determining the net costs on which the federal share of costs will be based.

    B. Such other income received by the Subgrantee after the end of the grant period of this grant award, including any extensions thereof, shall:

        1) be used to further eligible project objectives if possible, even though federal funding for the project has terminated, or

        2) to the extent such other income is not used to further eligible project objectives, and the federal share thereof exceeds $200, be applied in such manner as may be agreed upon by the State of California and the Subgrantee, and in such event an appropriate representative of the State of California and of the Subgrantee shall meet and confer for the purpose of reaching such an agreement. In the absence of any other specific agreement between the State of California and the Subgrantee, any such amounts of project income shall be paid to the State of California. The federal share of all project income shall be computed on the same ratio as the federal share of the total project cost during the grant period of this grant award.

12. Income from Other Sources. All income from other sources received during the grant period, such as contributions, donations or funds from other grant programs, must be accounted for and reported to CCCJ. No other federal funds will be received or used for the portions of the project funded by CCCJ and the Subgrantee must so certify.

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13. Maintenance and Retention of Records.

    A. Records shall be maintained in an orderly manner and shall be available for audit purposes to CCCJ, LEAA, or the Comptroller General of the United States or their authorized representatives. Subgrantees shall protect records adequately against fire or other damage.

    B. The Subgrantee shall retain such records as CCCJ shall reasonably require, in accordance with the CCCJ *Fiscal Affairs Manual* and such regulations as may be issued from time to time by CCCJ. Records must be retained for a period of at least three years. The retention period starts from the date of the submission of the final expenditure report. This three-year retention period is qualified as follows: 1) records for nonexpendable property acquired with grant funds shall be retained for three years after its final disposition; 2) when records are transferred to CCCJ, the three-year retention requirement is not applicable to the Subgrantee; 3) records must be retained beyond the three-year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily; if an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the three-year period. If the three-year period has passed and no audit has been initiated, the records will be retained in accordance with local law. If local law requires a longer period of record retention, access to the records will be allowed as set forth in subparagraph 13.A. above; 4) CCCJ or LEAA may request transfer of certain Subgrantee records to CCCJ or LEAA custody from the Subgrantee when it is determined that the records possess long-term retention value.

14. Inspection and Audit. The CCCJ, the LEAA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for purpose of audit and examination to any books, documents, papers and records of the Subgrantee, and to the relevant books and records of the Subgrantee's contractors, as provided in Section 521 of the Safe Streets Act. A provision to this effect will be included in all agreements or other arrangements for implementation of this project.

15. Title to Property. Title to property acquired in whole or in part with grant funds shall vest in the Subgrantee, subject to divestment at the option of CCCJ. Said option shall be exercised within 120 days after the end of the grant period or termination of the grant by giving written notice to the Subgrantee and in accordance with the provisions of the CCCJ *Fiscal Affairs Manual* and other regulations of CCCJ. Subgrantees shall exercise due care in the use, maintenance, protection and preservation of all such property during the period of project use.

16. Copyrights and Rights in Data. Where activities supported by this grant produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representations and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the CCCJ and the LEAA shall have the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If the material is subject to copyright, the Subgrantee may copyright such, but the CCCJ and the LEAA shall have a royalty free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award.

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17. Publications. CCCJ and LEAA shall have the right to require the Subgrantee or its contractors not to publish, and the Subgrantee or its contractors thereupon shall refrain from publishing original books, manuals, films or other copyrightable material produced by activities supported by this grant award, whether copyrighted or not, that may be designated by either the CCCJ or the LEAA. Such right shall be exercised by addressing written notice to that effect to the project director and the Subgrantee, and to the contractor in the case of a publication notice from the contractor. Before publishing any materials produced by activities supported by this grant award, the Subgrantee or its contractor shall notify LEAA and CCCJ 60 days in advance of any such publication. If CCCJ and LEAA fail to exercise the right to prohibit publication as set forth above within 60 days of the receipt of the notice of intent to publish, the Subgrantee or the contractor may publish said material. The Subgrantee or its contractor shall furnish to CCCJ 20 copies of the materials so published. Any publication by the Subgrantee or its contractor shall include on the title page the following standard disclaimer: "The preparation of these materials was financially aided through a federal grant from the Law Enforcement Assistance Administration and the California Council on Criminal Justice under the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The opinions, findings, and conclusions in this publication are those of the author and are not necessarily those of CCCJ or LEAA. CCCJ reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so."

18. Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the Subgrantee shall refer the discovery or invention to CCCJ. The Subgrantee hereby agrees that determinations of rights to inventions made under this grant shall be made by LEAA, or its duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the LEAA, or its duly authorized representative, shall be accepted as final. In addition, the Subgrantee agrees and otherwise recognizes that the CCCJ and the LEAA shall acquire at least an irrevocable, non-exclusive, and royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award. The Subgrantee in his final report shall identify any such discovery or invention or shall certify that there are no such inventions or discoveries.

19. Assurance of Compliance with Civil Rights Laws.
    A. The Subgrantee hereby assures that it will comply and will insure compliance by its contractors with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the Department of Justice (28 CFR 42) and the LEAA thereunder issued pursuant to that title to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this grant award or under any project, program, or activity supported by this grant. The Subgrantee further will comply with and insure compliance by its contractors with Justice Department Equal Employment Regulation in federally assisted programs (28 CFR Part 42, Subpart D) to the end that employment discrimination in such

programs on the grounds of race, color, creed, sex, or national origin shall be eliminated. As required by Section 518(b) of the Safe Streets Act, this grant condition shall not be interpreted to require the imposition on grant-supported projects of any percentage ratio, quota system or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. The Subgrantee recognizes the right of the United States to seek judicial enforcement of the foregoing covenants against discrimination and will include a similar covenant in its contracts assuring the right of the United States to seek such judicial enforcement.

B. If this grant award provides for payment to the Subgrantee in excess of $10,000, the Subgrantee shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented. The Subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of equal employment.

20. Government Not Obligated to Third Parties Other Than Subgrantees. The Subgrantee may procure from third parties materials, supplies, services, or equipment for the conduct of the grant project, provided that such procurement complies with the minimum procurement standards set forth in the CCCJ *Fiscal Affairs Manual* and applicable federal regulations when such procurement contracts are not contrary to law and do not violate any of the other conditions of this grant award. Neither LEAA nor CCCJ shall be obligated or liable to any party other than the Subgrantee and only in accordance with the terms and conditions of this grant award.

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21. Third Party Contracts.

A. If the Subgrantee procures goods, services, or materials to perform any portion of this grant award, the Subgrantee shall enter into a written contract for such procurement (hereafter designated as a "third party contract"). Any contract entered into by the Subgrantee in connection with performance of this grant award shall provide that the Subgrantee will retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these grant conditions and all other requirements applicable to the Subgrantee in the conduct of the project.

B. All third party contracts in an amount in excess of $100,000 will not be considered an allowable cost item unless prior written approval is obtained from CCCJ for each of the following:

1) The request for proposal or other similar document constituting an invitation to bid, the bid conference and the bidder's oral presentation; or

2) Negotiated bids or waiver of competitive bidding; and

3) The written proposal submitted by the successful bidder; and

4) The contract executed between the Subgrantee and the contractor.

C. CCCJ will select, in a manner it shall determine, approximately 10% of the total number of all third party contracts in an amount in excess of $10,000 but less than $100,000, and the contracts so selected shall be subject to prior written approval of CCCJ as required in subparagraph B. of this paragraph for third party contracts in an amount over $100,000. A Subgrantee whose contract is selected as one of this group of contracts will be promptly notified in writing by CCCJ.

D. All third party contracts to be executed by Subgrantees who are private agencies and which require payment in excess of $10,000, must first obtain written approval from CCCJ of the proposal or other bid submitted by the successful bidder and of the contract executed between the Subgrantee and the contractor.

E. Approval in advance by CCCJ of any third party contract is not intended to be, and will not constitute, a waiver of any other provision or right of CCCJ provided in this grant award.

22. Termination of Funds.

A. This grant may be terminated, or funds recovered, or fund payments discontinued by CCCJ or LEAA where either finds a substantial failure to comply with the terms and conditions of this grant award, or of the Safe Streets Act and the regulations promulgated thereunder. Any such termination shall become effective after written notice to the Subgrantee and shall be subject to the applicable review procedures pursuant to Sections 303(7), 509, 510, or 511 of the Safe Streets Act.

B. If for any reason the Federal government terminates its grant to CCCJ or fails to pay the full amount of the grant award it has made to CCCJ, this grant award may be terminated or reduced in the discretion of CCCJ, provided, however, that no such reduction or termination shall apply to allowable costs already incurred by the Subgrantee to the extent that Federal grant funds are available to CCCJ for payment of such costs. No liability shall, in any event, be incurred by CCCJ or by the State of California under this grant award beyond monies available for the purposes thereof.

C. If, as a result of the conduct of the project pursuant to this grant award, CCCJ has made a final audit recovery demand for the return to it from the Subgrantee of any funds awarded by this grant, CCCJ may, in its sole discretion, refuse to execute subsequent grant awards to the Subgrantee, or terminate or discontinue fund payments under this or any other grant award from CCCJ to the Subgrantee until the demand is satisfied.

23. Conflict of Interest. No official or employee of a state or unit of local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for ruling or other determination, contract, grant, claim, controversy, or other particular matter in which LEAA funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. Officials or employees of state or local units of government and non-government subgrantees shall avoid any action which might result in, or create the appearance of: 1) using his official position for private gain; 2) giving preferential treatment to any person; 3) losing complete independence or impartiality; 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the government or of the program.

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24. Criminal Penalties. The Safe Streets Act provides, in part, as follows: "Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001, of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, United States Code."

25. Public Availability of Information. The Subgrantee and its contractors shall comply with the requirements of Sections 6250-6260 of the Government Code of the State of California and LEAA Guideline Manual M4100.1A relating to the availability to the public of identifiable records or other documents that are pertinent to the receipt or expenditure of grant funds and the availability of records of the votes of planning councils, including dissenting member's votes. The Subgrantee shall comply with the public accessibility to meetings requirement of LEAA Guideline Manual M4100.1A. The Subgrantee will include in any contract involving grant funds a condition requiring the contractor to comply with the requirements of this paragraph.

26. Communications Equipment or Systems. If the grant project involves communications equipment or systems and there is a need for use of additional radio frequencies beyond those currently available to the Subgrantee, the Subgrantee assures CCCJ that such radio frequency support is feasible and the Subgrantee understands that the grant for acquisition of such equipment is conditioned on the Subgrantee actually securing or showing the availability of the needed frequency support.

27. College and University Special Condition. No part of the funds appropriated under this grant award shall be used to provide a loan, a grant, the salary of, or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1969, which involves the use of (or the assistance of others in the use of) force or the threat of force of the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials or students in such institution from engaging in their duties or pursuing their studies at such institution.

28. Technician and Equipment Pools. If this grant award deals with any equipment or technicians similar in nature and function to those available in any pools of such equipment or technicians existing in the Department of Justice of the State of California, the Subgrantee agrees whenever possible to fully utilize any such pools.

29. Conditions Applicable to Part E Grants. If any portion of the grant project is funded with Part E funds, the following conditions apply:

A. The title and control of Part E funds and title to property may not be transferred to private agencies, profit making or otherwise, even though these may be utilized in the implementation of Part E efforts including the purchase of services and Part E funds and property will not be diverted to other than correctional uses.

B. Subgrantees of Part E funds assure that personnel standards and programs of the institutions and facilities will reflect advanced practices.

C. To insure that Subgrantees are engaging in projects and programs to improve the recruiting, organization, training, and education of personnel employed in correctional activities, including those of probation, parole and rehabilitation, the following minimum requirement shall be met in Part E grants: (1) At least 80 hours recruit training, at entry into duty or during the first year of tenure, for both guards, correctional officers, probation and parole officers, and (2) At least 20 hours of in service or refresher training per year for all such correctional personnel with more than one year of tenure.

30. Grants for Computerized Systems. If any portion of this grant involves the establishment, maintenance or upgrading of a computerized system, the Subgrantee agrees:

A. To ensure that adequate provisions are made for system security, the protection of individual privacy and the insurance of integrity and accuracy of data collection. Within 90 days of receipt of award, the Subgrantee shall submit to CCCJ its plan for insuring the security of information maintained in the system and assurances providing for consideration of the rights of privacy. The Project Search Technical Report No. 2 (Security and Privacy Considerations in Criminal History Information Systems) shall be used as a guide.

B. To coordinate development of the program with any compatible multistate effort to secure the benefits of exchange of data and the use of standard reporting formats and definition, to enhance the benefits and potentials of its information systems facilities and provide needed interface with National Criminal Justice Information Systems.

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C. That all computer software produced under this grant will be made available to LEAA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer.

D. To provide a complete copy of documentation to the applicable Regional Office (unless the Regional Administrator of that office has waived this requirement) and a complete copy to the Systems Development Division, Office of Criminal Justice Assistance, Law Enforcement Assistance Administration. Documentation will include but not be limited to System Description, operating instructions, User Instructions, Program Maintenance Instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.

E. That whenever possible, all application programs will be written in ANS COBOL in order that they may be transferred readily to another authorized user. Where the nature of the task requires a scientific programming language, ANS FORTRAN may be used.

F. To avail itself, to the maximum extent practicable, of computer software already produced and available without charge and to insure that reasonable effort is extended in this area, LEAA publications and Regional Systems Specialist should be consulted.

31. Clean Air Act Violations. In accordance with the provisions of the Clean Air Act, 42 U.S.C. 1857, et. seq., as amended by P.L. 91-604, and Executive Order 11602, the Subgrantee agrees contracts will not be made with parties convicted of any offense under the Clean Air Act.

32. Use of Airplanes and Helicopters. Airplanes and helicopters purchased in whole or in part with grant funds must be used for the purposes stated in this grant award and may not be used for non-law enforcement purposes by state or local officials.

33. Educational Support. The Subgrantee assures that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity funded in whole or in part in accordance with this grant award with the exception of the qualifications set forth in Title IX, Section 901(a) of P.L. 92 318.

34. Identification of Source of Material. All published material and written reports submitted under this grant award or in conjunction with contracts under this grant award must be originally developed material unless otherwise specifically provided in this grant award agreement. When material not originally developed is included in a report or other published material, the source of such material must be identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

35. Notices. All written notices pursuant to this grant award shall be given by addressing the same as follows and depositing the same in the U.S. mail, postage prepaid:

Douglas R. Cunningham, Exec. Director
Office of Criminal Justice Planning
7171 Bowling Drive
Sacramento, California 95823

Subgrantee: To the Subgrantee named on the face sheet hereof at the address stated therein.

Project Director: To the project director named on the face sheet hereof at the address stated therein unless written notice of any change therein has been received from the Subgrantee prior to the time said notice is to be given, in which event, said notice shall be sent in accordance with said written changes.

Nothing herein contained shall preclude the giving of any notice by personal service. The address to which notice shall be mailed as set forth above to either party may be changed by written notice given by such party in the manner set forth above.

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36. Amendments. No alteration or variation of the terms of this grant award shall be valid unless made in writing and signed by CCCJ and the Subgrantee, and no oral understanding or agreement not incorporated herein shall be binding on either CCCJ or the Subgrantee.

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-1

FIRST AMENDMENT TO AGREEMENT NO. 74-106 PROVIDING FOR PUBLIC TRANSPORTATION SERVICE BETWEEN CLARKSBURG AND FLORIN CENTER (LINE 67)

This FIRST AMENDMENT is made and entered into on this the 5th day of January, 1976, between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, hereinafter referred to as "RT": by which the Principal Agreement entered into between the parties on the 19th day of June, 1974, hereinafter referred to as "PRINCIPAL AGREEMENT", is hereby amended.

W I T N E S S E T H :

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RECITALS:

WHEREAS, the PRINCIPAL AGREEMENT between the parties relating to service in the County of Yolo between Clarksburg and Florin Center, Sacramento County, known as Line 67, expired on June 30, 1975; and

WHEREAS, the parties hereto desire to do the following:

1. Make miscellaneous changes to the RECITALS portion of the PRINCIPAL AGREEMENT.
2. Extend the term of the Agreement for a period of one additional year.
3. Alter the level of service for the term of the Amendment.
4. Establish the rate of compensation for said additional term.

5. Alter the method of collecting the amount to be paid under this Agreement.

AMENDMENTS:

FIRST: Paragraph 2. of the RECITALS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

2. COUNTY is authorized by the California Government Code §26002 and California Public Utilities Code §99288 to enter into a contract for the provision of public transportation service within COUNTY and to cooperate with any city, county, or transit district to do so.

SECOND: Paragraph 4. of RECITALS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

4. This Contract shall satisfy the requirements of the California Public Utilities Code §99288 and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Board, under the authority of California Public Utilities Code §99241 and by the Sacramento Regional Area Planning Commission, SRAPC, making a portion of COUNTY'S funds available under the Mills-Alquist-Deddeh Act of 1971 for claim by RT as consideration for said services.

THIRD: Paragraph A. of the AGREEMENTS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

A. In accordance with the terms and conditions of this Agreement, RT agrees to maintain, repair and manage passenger trans-

portation facilities, consisting of three round trips between Clarksburg and Florin Center each Thursday and four round trips between the same two points on Saturdays. Said trips to follow such routes as are mutually agreed to by the parties. Such service shall be operated on every Thursday and Saturday, excepting Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day.

FOURTH: Paragraph B. of the AGREEMENTS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

B. In accordance with the terms and conditions of this Agreement, COUNTY agrees to pay to RT the sum of $3,854.35, said sum to be made up of the following: $3,777.26 in consideration of said services rendered by RT for the term specified in Paragraph C below, plus $77.08 for SRAPC for planning purposes as required by the rules and regulations enacted to implement the Mills-Alquist-Deddeh Act of 1971, payable in accordance with the California Administrative Code, Title 21, Chapter 3, Article IV. All revenue generated from the collection of fares is to be retained by RT. The total figure shown above reflects the cost less anticipated fare collection.

FIFTH: Paragraph C. of the AGREEMENTS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

C. This First Amendment to PRINCIPAL AGREEMENT shall become effective July 1, 1975 and continue in effect until June 30, 1976, unless sooner terminated as provided in the PRINCIPAL AGREEMENT.

This Agreement shall be renewable from year to year on such terms and conditions as the parties may mutually agree.

SIXTH: Paragraph E. of the AGREEMENTS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

E. COUNTY and RT shall cooperate in applying for funds made available for transit purposes to COUNTY by the Mills-Alquist-Deddeh Act of 1971, to the extent agreed upon in Paragraph B. of the PRINCIPAL AGREEMENT. It is mutually agreed that COUNTY shall process the claim for said funds with SRAPC. It is further agreed that RT will bill COUNTY directly for the services rendered.

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SEVENTH: All other terms and conditions of said PRINCIPAL AGREEMENT shall remain in force and effect during the term of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of CALIFORNIA	SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation
BY: _____ Board of Supervisors Chairman	BY: _____ Board of Directors, Chairman
A T T E S T :	
LAURENCE P. HENIGAN, Clerk	WILLIAM D. BOURNE, General Manager
BY: _____ Deputy	_____
(S E A L)	

APPROVED AS TO FORM:

COUNTY OF YOLO, A political subdivision of CALIFORNIA

BY: _____
Deputy YOLO COUNTY COUNSEL
1-12-76

SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation

BY: _____
JOHN T. KETELSEN, Attorney

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RECEIVED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76-2

FILED
JAN 12 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

FIRST AMENDMENT TO AGREEMENT FOR SERVICE
TO EAST YOLO COUNTY (LINE 4)

THIS First Amendment is made and entered into on this the 5th day of January, 1976, between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, hereinafter referred to as "RT"; by which the Principal Agreement entered into between the parties on the 19th day of June, 1974, hereinafter referred to as "PRINCIPAL AGREEMENT", is hereby amended.

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W I T N E S S E T H :

RECITALS:

WHEREAS, the PRINCIPAL AGREEMENT between the parties relating to service in East Yolo County, known as Line 4, expired on June 30, 1975; and

WHEREAS, the parties thereto desire to do the following:

1. extend the term of the Agreement for another year,
2. to alter the method of collecting the amount to be paid under this Agreement,
3. make other miscellaneous changes to RECITALS of the PRINCIPAL AGREEMENT.

AMENDMENTS:

FIRST: Paragraph 2 of the RECITALS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

2. COUNTY is authorized by the California Government Code §26002 and California Public Utilities Code §99288 to enter into a Contract for the provision of Public Transportation Service within COUNTY and to cooperate with any city, county, or transit district to do so.

SECOND: Paragraph 4. of the RECITALS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

4. This Contract shall satisfy the requirements of California Public Utilities Code §99288 and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Board, under authority of California Public Utilities Code §99241 and by the Sacramento Regional Area Planning Commission, making a portion of COUNTY'S funds available under the Mills-Alquist-Deddeh Act of 1971 for claim by RT as consideration for said services.

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THIRD: Paragraph C. of the AGREEMENT portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

C. This First Amendment to PRINCIPAL AGREEMENT shall become effective July 1, 1975 and continue in effect until June 30, 1976, unless sooner terminated as provided in said PRINCIPAL AGREEMENT. This Agreement shall be renewable from year to year on such terms and conditions as the parties may mutually agree.

FOURTH: Paragraph E. of the AGREEMENTS portion of said PRINCIPAL AGREEMENT is hereby amended to read as follows:

E. COUNTY and RT shall cooperate in applying for funds

made available for transit purposes to COUNTY by the Mills-Alquist-Deddeh Act of 1971, to the extent agreed upon in Paragraph B. of the PRINCIPAL AGREEMENT. It is mutually agreed that COUNTY shall process the claim for said funds with Sacramento Regional Area Planning Commission (SRAPC), it is further agreed that RT will bill COUNTY directly for the services rendered.

FIFTH: All other terms and conditions of said PRINCIPAL AGREEMENT, including the amount of consideration for the service, shall remain in force and effect during the term of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of CALIFORNIA

BY: _____
Board of Supervisors, Chairman

A T T E S T :

LAURENCE P. HENIGAN, Clerk

BY: _____
DEPUTY

(S E A L)

SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation

BY: Robert E. Ehlers
Board of Directors, Chairman

BY: William D. Bourne
William D. Bourne, General Manager

APPROVED AS TO FORM:

BY: Robert Deal
Deputy YOLO COUNTY COUNSEL
1-12-76

BY: John T. Peterson
ATTORNEY FOR RT

FILED 1-12-76
By BARBARA A. RODGERS Deputy

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AGREEMENT NO. 76-3

L E A S E

THIS LEASE made and entered into this 5th day of January, 1976, by and between WILLIAM A. WILLIAMS AND PATRICIA M. WILLIAMS, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the County of Yolo, known as 580 Kentucky Avenue, Woodland, California.

2. TERM.

   A. The term of this lease shall be for a period of six (6) months.

   B. The term shall commence on the completion of LANDLORD'S work and TENANT'S work and LANDLORD and TENANT agree to complete that work on or before JANUARY 5, 1976.

3. RENT. TENANT shall pay LANDLORD rent in the sum of THREE HUNDRED SEVENTY-FIVE ($375) DOLLARS on the fifth day of each calendar month during the term of this lease.

4. USE. The premises shall be used and occupied only for the purposes of operation of an Open Detention Home by the County Probation Officer and any other purpose reasonably related thereto.

5. PREPARATION FOR OCCUPANCY.

   A. LANDLORD shall perform the following work before the commencement of the term of this lease:

      1. Repair Front Porch - Replace cement.

      2. Install 5/8 inch sheetrock over basement ceiling and door.

XEROX COPY

3. Vent hot water heater pop-off valve to outside of basement.

4. Install two (2) smoke detectors in (1) back bedrooms and (1) hallway.

B. LANDLORD shall perform the following work before the commencement of this lease. In addition, TENANT agrees after the commencement of the term of this lease to provide labor for the painting of the interior and exterior of the premises.

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C. The opening by TENANT of its Open Detention Home in the premises shall constitute an acknowledgment by TENANT that the premises are then in the condition called for by this lease and that LANDLORD has performed all its work with respect to the premises.

6. UTILITIES. TENANT shall pay all charges for utilities used on the premises during the lease term.

7. REPAIRS AND ALTERATIONS.

A. The LANDLORD agrees to maintain and repair the interior and exterior water and sewer lines, electrical service and circuits, roof, heating, air conditioning, and hot water heating. TENANT agrees to maintain the remainder of the premises in the condition as it existed upon occupancy, ordinary wear and tear excepted.

B. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

8. EXCULPATORY CLAUSE. TENANT agrees to indemnity and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees.

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9. INSURANCE. During the term of this Lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

10. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign this Lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

11. NOTICES. All notices to be given to TENANT by LANDLORD shall be given in writing filed with the Clerk of the Board of Supervisors of the County of Yolo or by depositing the same in the United States Mail, postage prepaid, and addressed to the Chairman of the Board of Supervisors, Courthouse, Woodland, California. Notices to LANDLORD shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to LANDLORD at 718 Oeste Dr., Davis, California.

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12. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease performable by TENANT shall be construed to be both a covenant and a condition.

13. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

14. CONSTRUCTION. The marginal headings or title to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

15. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD -

WILLIAM A. WILLIAMS

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PATRICIA M. WILLIAMS

TENANT -

COUNTY OF YOLO, a political subdivision

BY Betsy A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

Approved as to form
CHARLES D. MACK
COUNTY COUNSEL

FILED
JAN 22
LAURENCE P. HENIGSEN, Clerk
By ..... Deputy

AGREEMENT NO. 76-4

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 5th day of Jan., 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and

LEGAL CENTER FOR THE ELDERLY

hereinafter called RECIPIENT,

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W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including provision of social services for the elderly (31 CFR § 51.31 (a)(1)(vii)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Government Code §§ 25200 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of THIRTY FOUR THOUSAND FIVE HUNDRED AND NO/100 ($34,500.00)

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

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3. RECIPIENT agrees that the activites to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

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4. RECIPIENT agrees to maintain an adequate accounting system to indicate the application of all funds received pursuant to this agreement and to separately account for all such funds with sufficient detail to enable COUNTY's auditor to determine the amount received, amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

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7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

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7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

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9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

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14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

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RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

RECIPIENT:
YOLO LEGAL CENTER FOR THE ELDERLY
LEGAL AID SOCIETY OF SACRAMENTO CO., INC.

BY Roger K. Warren
ROGER K. WARREN
EXECUTIVE DIRECTOR

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1975/76 Funding Granted $ 34,500

SUMMARY OF PROPOSAL & BUDGET STATEMENT

ORGANIZATION: LEGAL CENTER FOR THE ELDERLY

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: To provide legal services to indigent senior citizens residing in Yolo County.

MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW: Number of clients served.

BUDGET DETAIL:

BUDGET CATEGORY	BUDGET AMOUNT
SALARIES	$ 24,898
BENEFITS	2,261
OTHER GOODS	1,138
SERVICES & LEASES	2,518
MAINTENANCE & UTILITIES	1,606
TRANSPORTATION & TRAVEL	2,079
STAFF TRAINING	
CAPITAL OUTLAY	
Item 1	
Item 2	
Item 3	
Item 4	
Item 5	
TOTAL BUDGET	$ 34,500

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THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS: DUANE EINHORN

PERSON'S TITLE IN THE AGENCY: Administrative Assistant, Legal Aid Society of Sacramento

AGENCY ADDRESS & PHONE NUMBER: 1235 H Street

Phone: 444-6760 Sacramento, CA 95814

NON-PROFIT AGENCY STATUS: The Legal Center for the Elderly is an accounting element of the Legal Aid Society, a non-profit corporation.

LICENSES TO OPERATE: Attorney licensed by the California State Bar.

INSURANCE BROKER NAME AND AGENCY: Don Weersing of Jones, Brand & Hullin, libel and general liability insurance, automobile and mal-practice.

Exhibit "A"

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I

PURPOSE OF REVENUE SHARING GRANT.

The revenue sharing funds will be used to pay the staff salaries and non-personnel support cost of the Woodland office of the Legal Center for the Elderly.

II

DESCRIPTION OF PROGRAM.

The Legal Center for the Elderly will provide civil legal services to indigent senior citizens [individuals 60 and over who have incomes less than $275 per month for an individual and $500 per month for a couple,] who reside in Yolo County.

Specifically, an office will be maintained in Woodland, California, at least eight hours a day, five days a week. Additionally, the Legal Center for the Elderly will maintain a variety of rotating outreach locations throughout Yolo County to enable easy access to our services.

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III

CLIENTS SERVED.

In order to insure that only those individuals with true economic need benefit from the services provided by the Legal Center for the Elderly, each client will be asked to

identify his or her monthly income, as well as assets; including savings, equity in real property, etc.

IV

EVALUATION.

The Legal Center for the Elderly should be evaluated by quantifying the number and type of clients served which require more than an initial interview. A minimum of thirty new cases a month is suggested.

V

ORGANIZATION.

The Yolo Legal Center for the Elderly is an accounting element of the Yolo-Sacramento Legal Aid Society, a non-profit corporation with a 25-member Board of Directors, and an Executive Director who is delegated the authority for day-to-day operations [Roger Warren].

The Yolo Legal Center for the Elderly employs one Director/Attorney and two paralegals who do client intake, investigation and outreaches.

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...en, the [illegible] amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the increase in such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which ...transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall—

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

percent criterion.

(c) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(d)(2) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five percent rule.* If a county area allocation is greater than the 145 percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (c)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

Attached

funds applies to Federal programs where Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from other Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another [illegible] governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.13, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from two Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it must pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (i) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

making the use of the action of facilities may not make selections of such size or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex from, the benefits of an activity or program; or which have the purpose or effect of defeating or substantially impeding the accomplishment of the objectives of the Act and of this section.

(4) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(5) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment, or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so as are forfeited by the recipient government shall be reflected in a downward adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decision of the administrative law judge) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV. 11/74)

YOLO COUNTY AGREEMENT NO. 76-5

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SERV.
CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 19 75, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Department of Food and Agriculture	9250

hereinafter called the State, and

County of YOLO

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Pursuant to Section 2222 of the Food and Agricultural Code, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of Yolo, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) It is their intent to provide for an increase of the salary of the County Agricultural Commissioner and to partially compensate County for services performed by the County Agricultural Commissioner for the Department of Food and Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

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(2) Director agrees to pay County for the three fiscal years starting July 1, 1975, a maximum sum not to exceed nine thousand nine hundred and no/100 dollars ($9,900.00) payable annually in arrears on or about June 30 of each year at the rate of three thousand three hundred and no/100 dollars ($3,300.00) per year calculated as follows: Payment will be at the rate of $275 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole

The provisions on the reverse side hereof constitute a part of this agreement.

(continued on page 2)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD & AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): [signature]	BY (AUTHORIZED SIGNATURE): [signature]
TITLE: Fiscal Officer	TITLE: CHAIRMAN OF THE BOARD OF SUPERVISORS
	ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to form
CHARLES R. MACK
COUNTY COUNSEL
BY: [signature]

CONTINUED ON ___ SHEETS, EACH BEARING THIS NUMBER AND IDENTIFICATION

Department of General Services Use ONLY

EXEMPTED FROM GOVERNMENT CODE SECTION 14780 PER DEPARTMENT OF GENERAL SERVICES MEMO #2384 DATED 10-27-75

$3300	1975/76	STATUTES OF ___ YEAR 1975/76-1977/78 F.Y.		
$3300	1976/77	CHAPTER	Budget Item	CODE
$3300	1977/78	176	105	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER ▶ DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1097 have been complied with and this document is exempt from review by the Department of Finance.

EXECUTED OR APPROVED ON BEHALF OF AGENCY ▶ ATT.

XEROX COPY

Temp. 12/75

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

months in computing the reduction. Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

(3) County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced either below $4,950 per year or below the base salary as provided in Section 2221 of the Food and Agricultural Code.

(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1975 through June 30, 1978, subject to termination by either party at any time during this term upon giving not less than 30 days written notice to the other party.

(6) This agreement will be deemed amended by operation of law by any legislation during its term affecting the contract, including availability of budgeted funds. The parties will confirm any such amendments.

P.O. Box 25
2½ Miles E. on Sacramento Rd.
Woodland, California 95695
(916) 662-3295

DELIVERY AUTHORIZATION – INSTALLATION ORDER
CREDIT – LEASE AGREEMENT – WORK ORDER

BUREAU OF REPAIR REGISTRATION NO. 31447

No. 051270

DATE	HOME PHONE NO.	BUS. PHONE NO.	SOCIAL SECURITY NO.	CUSTOMER NO.
11-17-75				4170

RT. # | NAME OF CUSTOMER: Yolo County Library | AGE | WIFE'S NAME

ADDRESS | City | ZIP | Rent ( ) How Own ( ) Long?

LOCATION DESCRIPTION

YOLO COUNTY AGREEMENT NO. 76-6

PREVIOUS ADDRESS | City | How Long?

EMPLOYED BY | OCCUPATION | How Long? | Salary?

NEAREST RELATIVE | ADDRESS | NAME OF BANK | BRANCH

LIST THREE CREDIT REFERENCES

1 – | 2 –

3 – | DATE CREDIT FORM MAILED TO CREDIT BUREAU

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LABOR

DATE	NAME OF EMPLOYEE	HRS.	RATE	AMOUNT
	TOTAL LABOR			

NATURE OF WORK TO BE DONE (Describe briefly)

DATE & TIME PROMISED

BY: Paula C. Correa

QTY.	MATERIALS	PRICE	AMOUNT
	TOTAL MATERIALS		

Appliance or Equipment: SOLD ☐ INSTALLED ☐ REPAIRED ☐

INV. TAG #	TYPE OR KIND	MODEL	SERIAL NO.	AMOUNT
	TOTAL EQUIPMENT INSTALLED OR REPAIRED			

DESCRIBE TRADE IN

Operation of Appliances Explained to Customer: YES ☐ NO ☐

CHECKED EQUIP. OPERATION YES ☐ NO ☐

GAS LINE PRESSURE TESTED YES ☐ NO ☐

MANOMETER INCHES OUNCES MIN.

BLOCK TEST LBS. MIN.

SERVICEMAN'S REMARKS

INVOICE RECAP	☐ 024	☐ 027
APPLIANCES (LINE 15 D.C. & S.)	501	
AGRI. & INDUST. EQUIP. (LINE 16 D.C. & S.)	531	
PARTS & MATERIALS (LINE 18 D.C. & S.)	551	
FIXED ASSETS (LINE 24 D.C. & S.)	293	
CUSTOMER DEPOSIT PAID $ RECEIPT #	176	
LEASE CHARGES (LINE 20 D.C. & S.)	611	
GAS		

TANK SERIAL NO. 313-73

MFGD. BY | YEAR MFGD.

SIZE W.C. 250 W.P.

METER SER. # | METER READING

SALES TAX	
LABOR	
FINANCE CHARGE	
TOTAL	
CASH RECEIVED	
BALANCE DUE	

SERVICEMAN'S SIGNATURE

I hereby acknowledge the above work was performed.

CUSTOMER SIGNATURE DATE

All accounts are due and payable upon presentation of billing. A FINANCE CHARGE OF 1% PER MONTH (or a minimum charge of $.50 for balance under $50.00) which is an ANNUAL PERCENTAGE RATE of 12% will be applied to the unpaid balance 25 days after billing date, i.e., invoice date or present meter reading date and monthly thereafter.

THIS LEASE AND AGREEMENT made and entered into this ____ day of ____, 19__, and between PARGAS of ____, located at ____, hereinafter referred to as Lessor, and ____, hereinafter referred to as Lessee.

WITNESSETH: That Lessor hereby Leases to Lessee upon the terms and conditions hereinafter set forth on the back hereof, the Tank, Equipment and/or Meter described above.

1. Lessee agrees to pay the sum of $____ per year, plus any and all taxes, permits or inspections fees applicable thereto, which payments shall be a MINIMUM fee for the use of said property, and shall not be subject to any refund, unless otherwise provided herein. Further

Lessor (PARGAS) ____ Lessee ____

FORM 24 REV. 1/75

APPROVED AS TO FORM: ____ (over) LEASE AGREEMENT

Micro Fiched

RECEIVED
JAN 29 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JAN
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 76-7

(Agreement - Child Health Research Project Consultant)

THIS AGREEMENT made and entered into this 12th day of January, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DALE F. LOTT, PH.D., herein called CONSULTANT

W I T N E S S E T H:

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RECITALS:

1. COUNTY has the need for the services of a qualified Program Research Consultant to assist the Yolo County Health Department Child Health Research Project in the development and implementation of an EDP system for program evaluation.
2. CONSULTANT hereby represents that he has the education and experience to qualify as a Program Research Consultant.
3. CONSULTANT agrees to perform the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by CONSULTANT shall be under the direction of the Project Director and include the following:
   A. CONSULTANT agrees to develop and implement an EDP system for program evaluation as outlined in the Child Health Research Project Grant.
   B. CONSULTANT agrees to utilize the data collected from the Child Health and Disability Prevention Program and to specify the methods and procedures to be used in processing the data for program evaluation.
   C. CONSULTANT agrees to design an EDP system to analyze CHDPP data for required program evaluation utilizing existing software package where possible.
   D. CONSULTANT agrees to submit to Public Health Services a report outlining the following:
      (1) Coding Manual for CHDPP data.
      (2) Three MEDLINE search printouts to include MESH and abstracts as specified by the Project Director.
      (3) Computer flow table for data manipulation based on format of data source.

E. CONSULTANT agrees to analyze CHDPP data and provide statistical analysis as specified in the EDP system adopted by the COUNTY.

F. CONSULTANT agrees to provide evaluation and interpretation of data results through the report writing period.

G. CONSULTANT shall perform the above stated services in an acceptable manner on the following basis:

(1) All work must be approved by the Child Health Research Project Director.

(2) Services A through E shall be completed as specified.

(3) Services B through D must be completed by January 31, 1976.

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(4) Services described in E must be completed by February 29, 1976.

(5) A permanent record of the CHDPP data base and documentation of the EDP system shall be submitted.

2. Payment

A. CONSULTANT shall be paid the sum of three thousand forty dollars ($3,040.00) for services (A through G) as follows:

(1) $1,520.00 upon completion of Services B through E to be completed no later than February 29, 1976.

(2) $1,520.00 upon completion of contract to be completed no later than March 31, 1976.

3. Relationship of Parties. CONSULTANT is not an agent or employee of COUNTY for any purpose, but an independent contractor. It is further understood that CONSULTANT is free to contract for similar services to be performed for others while he is under contract with COUNTY.

4. Liability. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising in any way out of the performance of this agreement.

5. Term. The term of this agreement is from January 12, 1976, until the completion of the services to be performed, March 31, 1976.

6. Termination. Either party may terminate this contract upon delivery to the other party of thirty (30) days written notice of such termination or upon completion of the contract, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

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_____
CONSULTANT

PUBLIC HEALTH SERVICES

BY _____
DIRECTOR

Curriculum Vita

Name: Dale Francis Lott

Born: 30 December 1933, in Ronan Montana

Sex: Male

Marital Status: Married, one child

Education: Montana State University, 1951-1955 B.A. (English). 1959; University of California at Berkeley, 1958-1959 University of Washington, 1959-1964 M.S. (Psychology) 1961, Dissertation title: The Role of Progesterone in the Maternal Behavior of Rodents; Ph.D. (Psychology) 1964, Dissertation title: The Role of the Preoptic Area in the Sexual Behavior of the Male Rat.

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Fellowships: Sept., 1959 - June, 1960, USPHS Clinical Training Fellow
Dec., 1961 - Dec., 1963, USPHS Research Training Fellow
Feb., 1964 - June, 1965, Post-Doctoral Research Training Fellow, Institute of Animal Behavior, Rutgers.

Experience: July, 1965 - June, 1969, Assistant Professor of Psychology, University of California, Davis
July, 1969 - June, 1973, Associate Professor of Psychology, University of California, Davis
July, 1973 - June, 1975, Associate Professor of Wildlife and Fisheries Biology and Psychology, University of California, Davis; Chairman, Wildlife and Fisheries Biology
July, 1975 - Present, Professor of Wildlife and Fisheries Biology and Psychology: Chairman, Wildlife and Fisheries Biology

Publications: See attached listing

LOTT, DALE F. PUBLICATIONS

1. Lott, Dale F. The role of progesterone in the maternal behavior of rodents. Journal of Comparative and Physiological Psychology, 1962, 55, 610-613.

2. Lott, Dale F. and Stephanie D. Fuchs. Failure to induce retrieving by sensitization or the injection of prolactin. Journal of Comparative and Physiological Psychology, 1962, 55, 1111-1113.

3. Stolz, Stephanie D. and Dale F. Lott. Establishment in rats of a persistent response producing a net loss of reinforcement. Journal of Comparative and Physiological Psychology, 1964, 57, 147-149.

4. Lott, Dale F. Effect of preoptic lesions on the sexual behavior of male rats. Journal of Comparative and Physiological Psychology, 1966, 61, 284-291.

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5. Lott, Dale F. and Philip N. Brody. Support of ovulation in the ring dove by auditory and visual stimuli. Journal of Comparative and Physiological Psychology, 1966, 62, 311-313.

6. Lott, Dale F. and Robert J. Woll. A device permitting one-way vision without a mirror image. Perceptual and Motor Skills, 1966, 23, 533-534.

7. Lott, Dale F. and Robert Sommer. Seating arrangements and status. Journal of Personality and Social Psychology, 1967, 7, 90-95.

Selected for reprinting in: Cochrane, Raymond (Ed.), Advances in Social Research, Constable and Company Limited, London, 1972; and Moos, R. H. and P. M. Insel, Issues in Social Ecology, National Press Books, 1973.

8. Lott, Dale F. Secondary reinforcement and frustration: A conceptual paradox. Psychological Bulletin, 1967, 67, 197-198.

9. Lott, Dale F. Threat and submission signals in mature male American bison. Proceedings, 75th Annual Convention, American Psychological Association, 1967, 121-122.

Selected for abstraction in: Psychiatric Spectator, Vol. IV, No. 10, 5-7.

10. Bermant, Gordon, Dale F. Lott, and Linn Anderson. Temporal characteristics of the Coolidge Effect in male rat copulatory behavior. Journal of Comparative and Physiological Psychology, 1968, 65, 447-452.

11. Lott, Dale, Susan D. Scholz, and D. S. Lehrman. Exteroceptive stimulation of the reproductive system of the female ring dove (Streptopelia risoria) by the mate and by the colony milieu. Animal Behavior, 1967, 15, 433-437.

Selected for reprinting in: McGill, Thomas E., Readings in Animal Behavior, (2nd Ed.), Holt, Rinehart and Winston, Inc., 1974.

12. Collins, Thomas B. Jr., and Dale F. Lott. Stock and sex specificity in the response of rats to pentobarbital sodium. Laboratory Animal Care, 1968, 18, 191-194.

13. Lott, Dale F. and Sharna Comerford. Hormonal initiation of parental behavior in inexperienced ring doves. Z. Tierpsychol., 1968, 25, 71-75.

Reprinted in: Klopfer, Peter H. and Jack P. Hailman (Eds.), Control and Development of Behavior: An Historical Sample from the Texts of Psychology, Addison-Wesley Publishing Company, Menlo Park, California, 1974.

14. Lott, Dale F. and Jay S. Rosenblatt. Development of maternal responsiveness during pregnancy in the laboratory rat. In: D. M. Foss (Ed.), Determinants of Infant Behavior IV, London: Methuen & Co., Ltd., 1969.

15. Schwab, Robert G. and Dale F. Lott. Testis growth and regression in starlings (Sturnus vulgaris) as a function of the presence of females. Journal of Experimental Zoology, 1969, 171, 39-42.

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16. Lott, D. F. Ist das Brutpflegeverhalten von Lachtauben erlernt oder durch Hormone gesteuert? Umschau in Wissenschaft und Technik, 1969, 2, 57. (Abstract: Lott, Dale F. and Sharna Comerford. Hormonal initiation of parental behavior in inexperienced ring doves. Z. Tierpsychol., 1968, 25, 71-75.)

17. Lott, Dale F. Postural aspects of threat and submission signalling in mature male American bison. American Zoologist, 1969, 9, 50.

18. Lott, Dale F. Technical Comment: Proteroception in Sparrows: Response to photoperiodic stimuli. Science, 1970, 169, 892-893.

19. Lott, Dale F. and John H. Hopwood. Olfactory pregnancy-block in mice: An unusual response acquisition paradigm. Animal Behaviour, 1972, in press. 20, 2, 263-267.

20. Lott, Dale F. Parental Behavior. To appear in Dermant, G. (Ed.). Perspectives in Animal Behavior, Scott Foresman, in press.

21. Sommer, Robert and Dale F. Lott. Bikeways in action: The Davis experience. Congressional Record, 1971, 117, No. 53.

22. Lott, Dale F. and Robert Sommer. Moving people by bicycle. Bicycling! March, 1972, 13, 14-15.

23. Lott, Dale F. Bison would rather breed than fight. Natural History, 1972, 81(7), 40-46.

24. Lott, Dale F. The way of the bison: Fighting to dominate. In Peter Marler (Ed.). The Masters of Animal Behavior. National Geographic Society, 1972.

25. Lott, Dale F. Sexual and aggressive behavior in adult male American bison (Bison bison). In Valerius Geist and Fritz Walther (Eds.), The Behavior of Ungulates and its Relation to Management, 1974 IUCN Publication New Series #24, pp. 382-393.

26. Lott, Dale F. Teaching the teaching of psychology. Teaching of Psychology, 1975, 2, 131-132.

27. Mason, W. and D. F. Lott. Ethology and comparative psychology. In Annual Review of Psychology, 1976, in press.

28. Lott, Dale F. Threat and submission signals in mature male American bison. Psychiatric Spectator, 1967, XV(10):5-7.

29. Ramey, M. R., R. Sommer, and D. F. Lott. Some aspects of the design and evaluation of bikeway facilities. ASCE National Transportation Engineering Meetings, 1973, Tulsa, Oklahoma, July 9-12, 41pp.

30. Lott, Dale F. "Aggressive Behavior in Mature Male American Bison." The Pennsylvania State University, Audio-Visual Services, 1974, PCR-2260X, 16mm, Optical Sound, Color, 12 min., 412 ft.

Micro Fiched

FILED
JAN 1 01976
LAURENCE P. HUNIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 76-8

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

Micro Fiched

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

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(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

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(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

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3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

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4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

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4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

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(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspecuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occured until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

Micro Fiched

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

Micro Fiched

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

Micro Fiched

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of $10,000, 29 CFR 5a.3.

Micro Fiched

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Micro Fiched

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Micro Fiched

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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GPO 912 256

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (Public Law 93-383)

1. NAME OF APPLICANT	2. APPLICATION/GRANT NO.
YOLO COUNTY	B-75-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code)	**4. DATE OF APPLICATION**
Yolo County Yolo County Courthouse, Rm. 104 Woodland, California 95695	September 27, 1975
	5. DATE OF HUD RECEIPT OF APPLICATION
	September 27, 1975
	6. XX Original Funding Approval Amendment, Amendment No. ____

All section references below are to the Housing and Community Development Act of 1974, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION

(Check only one)

a. [ ] Metropolitan Entitlement (Sec. 106)
b. [X] Metropolitan Discretionary (Sec. 106)

(1) SACRAMENTO (SMSA Name), SMSA, State of CALIFORNIA

c. [ ] Non-Metropolitan Entitlement (Sec. 106)
d. [ ] Non-Metropolitan Discretionary (Sec. 106)
e. [ ] Secretary's Discretionary (Sec. 107)
f. [ ] Urgent Needs Fund (Sec. 103(b))

Micro Fiched

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

a. Amount of CDBG Funds Currently Reserved for this Applicant ..... $ 190,000
b. Amount of CDBG Funds Now Being Approved for this Applicant ..... $ 190,000
c. Amount of Reservation to be Cancelled (Line 8a minus 8b) ..... $ -0-

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER	- S
	153 176						7082		

CATEGORY	AMOUNT 1	EFFECTIVE DATE	E	AMOUNT 2	SCHEDULE NO.

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

a. Amount of Advance Approved by Authorization dated ____ ..... $ -0-
b. Grant Amount Reserved for Guarantee of Loans for Acquisition of Property (Sec. 108(b)) ..... $ -0-
c. Grant Amount Reserved to Settle Outstanding Urban Renewal Loans (Sec. 112(a)). Attach schedule in accordance with instructions ..... $ -0-
d. Sum of lines 8a, 9b, and 9c ..... $ -0-
e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) ..... $ 190,000

HUD-7082 (1-75)

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))

a. Amount of Surplus U.R. Funds Reserved for this Applicant	$	-0-
b. Amount of Surplus U.R. Funds Now Being Approved	$	-0-
c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b)	$	-0-

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	DT	APP #	DOCUMENT NO.	PROJECT NUMBER
	153 176						7082	

CATEGORY	AMOUNT 1	EFFECTIVE DATE		AMOUNT 2	SCHEDULE NO.

Micro Fiched

11. RECIPIENTS OF APPROVED GRANT AMOUNTS

IDENTIFICATION OF RECIPIENTS (11)	APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT (12)	APPROVED SURPLUS URBAN RENEWAL FUNDS (13)
a. Applicant Identified in Block No. 1	$ 190,000	$
b. Name and Address of Recipient Other Than Applicant (Include Street, City, County, State and Zip Code)	$	$
c. Total	$	$

12. AMOUNT OF LOAN GUARANTEE NOW BEING APPROVED (Sec. 108(b)) NONE $ /

13. RECIPIENT OF LOAN GUARANTEE NOT APPLICABLE

(Check only one)

a. ☐ Applicant Identified in Block No. 1

b. ☐ Recipient Other Than Applicant (Name and Address)

14. Waiver of Certain Application Requirements for Section 106 Grants

/ / The application requirements of Section 104(a)(1), (2) and (3) are waived pursuant to Sec. 104(b)(3), except as indicated below:

Not applicable

15. Determination Regarding Priorities or Needs to be Met by Proposed Activities

(a) /X/ The Applicant has certified to the satisfaction of HUD that its Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low or moderate income families or aid in the prevention or elimination of slums or blight.

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(b) /X/ The Applicant has certified and HUD has determined that the activities described in the application meet other community development needs having a particular urgency as specifically described in the application.

16. Environmental Review Actions

(a) / / The Applicant lacks legal capacity to assume environmental responsibilities under Sec. 104(h). HUD has prepared and circulated a final Environmental Impact Statement on the application.

(b) /XX/ The Applicant has legal capacity to assume environmental responsibilities under Sec. 104(h) and has submitted requests for release of funds and certifications approved by HUD under Section 104(h)(2) for all projects except those listed under Item 17(a) hereof and the following exempt projects:

None

17. Conditional Approvals on Use of Funds

/X/ Utilization by the Grantee of the approved funds for the projects, services and facilities shown below is prohibited without the further express written authorization of HUD.

(a) Projects requiring HUD environmental approval under Section 104(h)(2):

Projects	Amount

See next page

Approved projects:

(1) Neighborhood improvement, including public works, facilities and site improvement
(2) Clearance, demolition or rehabilitation of blighted and abandoned structures
(3) Residential Rehabilitation Program - loans and grants
(4) Relocation assistance to residents of blighted housing

Total amount for all activities not to exceed $190,000. Grantee is to submit a revised Program Summary and Budget.

(b) Section 105(a)(8) public services determined necessary or appropriate for which other Federal assistance may be available:

Services	Amount
None	

Micro Fiched

(c) Section 105(a)(2) flood or drainage facilities for which other Federal assistance may be available:

Facilities	Amount
None	

18. Ineligible Activities Reducing Section 106 Grant Entitlement

/ / Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's section 106 grant entitlement has been reduced in the amount shown below:

Proposed Activity	Amount
None	

19. Grant or Loan Guarantee Recipient Other than Applicant

/ / The grant and/or loan guarantee approved for any recipient other than the Applicant, as shown in Items 11.b. and/or 13.b., is for the following projects or activities:

Name of Recipient	Project or Activity	Amount

Not applicable

Micro Fiched

20. Special Conditions and Modifications of Grant Agreement

Notwithstanding any other provision of this contract, due to the limited funding available, and the higher ranking of the other activities to be funded, the following activities are not approved for funding under this Grant Agreement:

(1) Neighborhood improvement; (2) Clearance, demolition or rehab; (3) Residential Rehab Program - loans and grants; (4) Relocation Assistance - that portion of all activities in excess of $190,000.

Total amount not approved: $25,000

/ / Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized.

Date: DEC 5 1975

Secretary of Housing and Urban Development

By: _____
(Signature)

Area Director
(Title)

Date Applicant notified that funding has been authorized: DEC 10 1975

HUD-7082 (1-75)

ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on [illegible] 1975 under the Funding Approval for application/grant no B-75-DS-06-0005 is hereby accepted by the Applicant as Grantee under the Agreement and the Grantee agrees to comply with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

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COUNTY OF YOLO
(Name of Applicant/Grantee)

By: [signature]
(Signature of Authorized Official)

Title: CHAIRWOMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA Date: January 12, 1976

Approved as to form
CHARLES R. MACK
COUNTY COUNSEL
BY: [signature]
DEPUTY COUNTY COUNSEL

Rescinded By M.O. 76-668

AGREEMENT NO. 76-9

(Agreement Granting Exclusive License for Storage of Gravel)

THIS AGREEMENT made and entered into this 12th day of January, 1976, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and ALICE E. TORRENCE, ADELAIDE L. CLAAR, and OPAL STEVENS STORKMAN, hereinafter referred to as OWNER,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. OWNER and COUNTY have heretofore entered into Yolo County Agreement No. 75-352 which grants to COUNTY the non-exclusive right to excavate and remove materials from certain real property described therein.
2. The parties hereto wish to provide for an exclusive license whereby COUNTY may store materials removed pursuant to said Agreement No. 75-352.

AGREEMENTS:

1. OWNER hereby grants to COUNTY the exclusive license for the storage of materials removed and excavated pursuant to the provisions of Yolo County Agreement No. 75-352 upon a portion not to exceed two acres of the parcel of real property described in Exhibit "A" to said Agreement No. 75-352.
2. The exact location of the real property subject to the license granted herein shall be determined by agreement of the parties but shall consist of lands located adjacent to the excavation and removal operations provided for in said Agreement No. 75-352.
3. In full consideration of the covenants of OWNER hereunder, COUNTY agrees to pay OWNER the sum of FOUR HUNDRED ($400) DOLLARS per year on or before the first of January of each

year during the term of this agreement.

4. The term of this agreement shall commence on the first day of September 1975 and shall terminate on the 31st day of August, 1976; provided, however, the term shall be deemed to be renewed automatically for successive terms of one year unless either party gives notice of termination in writing to the other on or before August 1st of each year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____ DEPUTY

(SEAL)

_____
ALICE E. TORRENCE

_____
ADELAIDE L. CLAAR

_____
OPAL STEVENS STORKMAN

Amended by Agree 76-330

AGREEMENT NO. 76-10

1-27-76

BY BARBARA A. RODGERS

THIS AGREEMENT made and entered into this 19th day of January 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as LESSOR, and PARACHUTES PLUS, with GEORGE MORAR acting as its agent, hereinafter designated as LESSEE.

W I T N E S S E T H:

Micro Fiched

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS herein contained, LESSOR and LESSEE agree as follows:

1. Property leased: This contract of lease leases to the LESSEE the exclusive right to use and control the land hereinbelow described for any and all purposes, but including the specific purpose of operating a sport parachute drop zone. The land herein subject to lease includes:

> A parcel of land for lease purposes at the County Airport facilities, Yolo International Airport, being a portion of Section 34, Township 9 North, Range 1 East, M.D.B. & M., and Section 3, Township 8 North, Range 1 East, M.D.B. & M., said parcel being more fully described as follows:
>
> COMMENCING at the Southwest corner of Section 34: thence North 89°57'01"East 1076.00 feet to a point on the East edge of the taxi strip, THE TRUE POINT OF BEGINNING; THENCE North 00°11'11" East 360.00 feet along said East edge; thence South 89°48'49" East 1570.93 feet to the East property line of the Yolo International Airport; thence along said East property line the following two (2) courses: (1) South 00°06'06" West 353.53 feet, (2) South 00°26'28" West 1086.48 feet; thence North 89°48'49" West 1566.63 feet to a point on the East edge of the taxi strip; thence North 00°11'11" East 1080.00 feet along said East edge to the true point of beginning.
>
> Containing 51.89 acres.

In addition to this explicit conveyance, LESSOR agrees that LESSEE, or his designated agent, will be allowed non-exclusive

access to and use of the airport landing and take-off facilities located at the Yolo County International Airport. This clause is not meant to exclude the use of any other surrounding land for any and all purposes by County or its assignees.

2. Term: The term of this lease is from the 1st day of January, 1976, to the 31st day of December, 1976.

Micro Fiched

3. Rental Agency. LESSOR agrees that LESSEE shall have the exclusive right and power, with the express written approval of LESSOR to sublet the land hereinabove described for agriculture and related purposes which will not interfere with the general use and enjoyment of the surrounding land by LESSOR and its assignees, or members of the public who use such surrounding land. LESSEE expressly covenants that he will not use any of the facilities at said airport, nor erect or construct any improvements or structures which will violate the moratorium placed on the airport property by Yolo County Minute Order #75-1523.

4. Rental Price. LESSEE agrees to pay LESSOR a minimum of $363 per annum for the leasehold herein leased. LESSEE further agrees to pay LESSOR ten cents (10c) per recorded jump in addition to the above rental price.

5. Compliance with Law. LESSEE shall in all of his dealings, comply with and abide by all applicable laws, rules, regulations and ordinances of any Federal, State or County authorities. If LESSEE shall fail or refuse to so comply with the above mentioned laws, rules, regulations or ordinances, LESSOR may terminate this agreement upon giving a 24-hour written notice mailed to LESSEE at the address hereinafter set forth:

PARACHUTES PLUS
c/o George Morar
725 Seville Lane
Vacaville, California 95688

6. Covenant Not to Allow Competition. LESSOR agrees that

it will not, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of or be a participant in any agreement which allows any other party to compete with LESSEE in his operation of a sport parachute drop zone for the entire period of this leasehold.

7. Leasehold Status. LESSEE shall not hold himself out personally as owning or controlling the property over which this lease allows use and shall in all of his dealings with third parties specify this leasehold status.

Micro Fiched

8. Monthly Statements. LESSEE shall render LESSOR a monthly statement, no later than the 15th day of the following month, detailing the total number of sport parachute jumps accomplished at the leasehold.

9. Additional Provisions. This agreement shall be binding on the parties hereto.

LESSEE shall pay all taxes to County as they become due.

LESSEE agrees:

(a) Save Harmless: To hold and save LESSOR free and harmless from damages sustained by any person or property due to any cause over which LESSEE has direct control by this lease or otherwise over the leasehold.

(b) Notification of Actions: To notify LESSEE promptly of any and all actions, proceedings, charges or prosecutions instituted or maintained against either LESSEE or LESSOR, either indirectly or jointly.

10. Insurance: LESSEE agrees to carry public liability insurance for the protection of the interests of LESSOR. In each such policy of insurance, LESSEE agrees to designate LESSOR as a party insured with LESSEE; the carrier shall be the Insurance Agency of Davis, Inc. The insurance shall include the premises, LESSOR, LESSEE and tenant. The amount of coverage shall be $300,000 per person/$500,000 per accident for bodily injury;

$50,000 for property damage.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

PARACHUTES PLUS

BY _____
GEORGE MORAR, General Partner

RECEIVED
JAN 01976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

JAN 01976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 76- 11

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 19th day of Jan. 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF DAVIS, Davis, California, Child Care Program hereinafter called RECIPIENT.

Micro Fiched

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including social services for the poor and aged (31 CFR § 51.31 (a)(1)(vii)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Government Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($8,500.00).

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

---

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

Micro Fiched

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

Micro Fiched

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

Micro Fiched

5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

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9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

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14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

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RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid [illegible] which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RECIPIENT:

BY Kathryn F. Thomas

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1975/76 Funding Granted $ 8,500

SUMMARY OF PROPOSAL & BUDGET NARRATIVE

ORGANIZATION: City of Davis

ACTIVITIES FOR WHICH FUNDS WILL BE REQUESTED: Operation of a joint agency cooperative child care project (Agencies participating are the Univ. of Calif. Davis, City of Davis, & Yolo County)

FUNDING CRITERIA TO BE USED TO EVALUATE EFFECTIVE, EFFICIENT AND ECONOMICAL USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL BUDGET PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW: see Attachment

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BUDGET DETAIL:

BUDGET CATEGORY	TOTAL BUDGET AMOUNT	REVENUE SHARING FUNDED.
SALARIES	$ 16,871.	5,500
BENEFITS	5,950.	1,000
OTHER GOODS	3,360.	1,000
SERVICES & LEASES	870.	250
MAINTENANCE & UTILITIES	180.	250
TRANSPORTATION & TRAVEL (Car allowance 540.00)	700	250
STAFF TRAINING & Special Services	797.	250 salary
CAPITAL OUTLAY		
Item 1 0		
Item 2		
Item 3		
Item 4		
Item 5		
TOTAL BUDGET	$ 28,728	8,500.

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS:

Kathy Thomas

PERSON'S TITLE IN THE AGENCY: Child Care Services Advisor

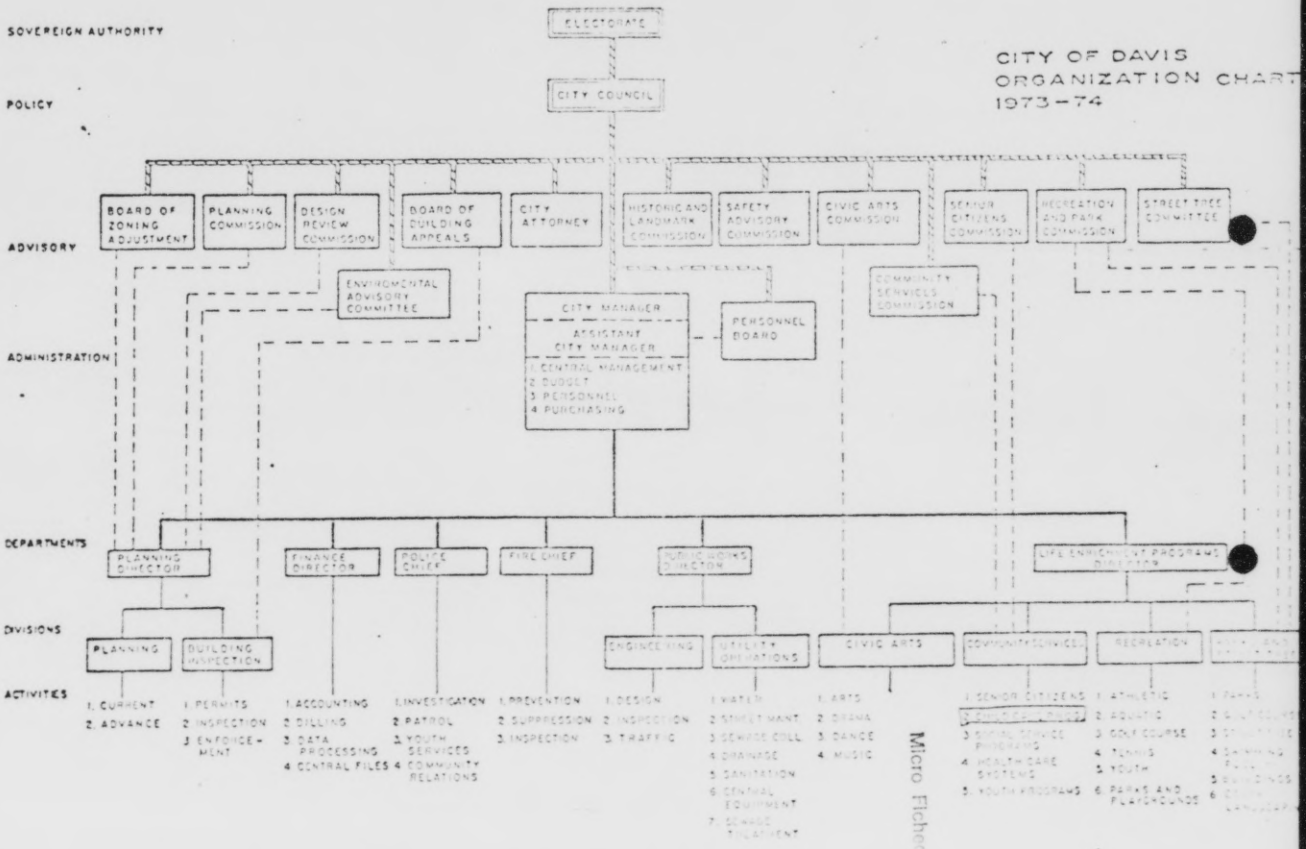
AGENCY ADDRESS & PHONE NUMBER: 218 F St. Davis Calif

NON-PROFIT AGENCY STATUS: Municipal Corporation

LICENSES TO OPERATE: N/A

INSURANCE BROKER NAME AND AGENCY:

EXHIBIT "A"


CITY OF DAVIS
ORGANIZATION CHART
1973-74
SOVEREIGN AUTHORITY
POLICY
ADVISORY
ADMINISTRATION
DEPARTMENTS
DIVISIONS
ACTIVITIES
ELECTORATE
CITY COUNCIL
BOARD OF ZONING ADJUSTMENT
PLANNING COMMISSION
DESIGN REVIEW COMMISSION
BOARD OF BUILDING APPEALS
CITY ATTORNEY
HISTORIC AND LANDMARK COMMISSION
SAFETY ADVISORY COMMISSION
CIVIC ARTS COMMISSION
SENIOR CITIZENS COMMISSION
RECREATION AND PARK COMMISSION
STREET TREE COMMITTEE
ENVIRONMENTAL ADVISORY COMMITTEE
COMMUNITY SERVICES COMMISSION
CITY MANAGER
ASSISTANT CITY MANAGER
1. CENTRAL MANAGEMENT
2. BUDGET
3. PERSONNEL
4. PURCHASING
PERSONNEL BOARD
PLANNING DIRECTOR
FINANCE DIRECTOR
POLICE CHIEF
FIRE CHIEF
PUBLIC WORKS DIRECTOR
LIFE ENRICHMENT PROGRAMS DIRECTOR
PLANNING
BUILDING INSPECTION
ENGINEERING
UTILITY OPERATIONS
CIVIC ARTS
COMMUNITY SERVICES
RECREATION
1. CURRENT
2. ADVANCE
1. PERMITS
2. INSPECTION
3. ENFORCEMENT
1. ACCOUNTING
2. BILLING
3. DATA PROCESSING
4. CENTRAL FILES
1. INVESTIGATION
2. PATROL
3. YOUTH SERVICES
4. COMMUNITY RELATIONS
1. PREVENTION
2. SUPPRESSION
3. INSPECTION
1. DESIGN
2. INSPECTION
3. TRAFFIC
1. WATER
2. STREET MAINT.
3. SEWER COLL.
4. DRAINAGE
5. SANITATION
6. CENTRAL EQUIPMENT
7. GARAGE MAINTENANCE
1. ARTS
2. DRAMA
3. DANCE
4. MUSIC
1. SENIOR CITIZENS
2. SUMMER CAMPS
3. SOCIAL SERVICE PROGRAMS
4. HEALTH CARE SYSTEMS
5. YOUTH PROGRAMS
1. ATHLETIC
2. AQUATIC
3. GOLF COURSE
4. TENNIS
5. YOUTH
6. PARKS AND PLAYGROUNDS
1. PARKS
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REVENUE SHARING REQUEST

PURPOSE OF REVENUE SHARING GRANT

This proposal is a request for continued Revenue Sharing funding for the joint Yolo County, University of California at Davis and City of Davis child care program. The program is equally funded between these agencies and administered by the City of Davis. Yolo County's share for Fiscal Year 1975-76 is proposed at approximately $8,500.

Total revenues received will be used for the salary of the Child Care Services Advisor, the only full-time position, with the balance being used for support services and supplies as described below.

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DESCRIPTION OF THE PROGRAM

The duties of the Child Care Services Advisor are divided into two areas:

1) Day-Care Home Project - a support system for the Welfare Department's Licensed Day-Care Homes.

2) Child Care Advocate and Referral Service - acts as catalytic agent in helping to meet the child care need. Provides information and referral to child care homes and preschools presently operating.

The Day-Care Home Project is designed to enhance the quality of care provided in licensed day-care homes and to encourage the development of more day-care homes as a means of meeting the child care need.

Support Services Offered:

1) Workshops, information and training sessions for the care of young children and day-care home management.

2) Monthly newsletter, the "Safety Pen" with current articles of interest, activities and concerns for home day-care providers.

3) Counseling and support services relating to the day-care home.

4) New books, toys and equipment available on a lending basis.

5) Referral of children to day-care homes.

6) Intern program coordination through U.C.D. of child development majors to be placed in the day-care homes.

7) Field trips and group activities for the day-care children.

8) Coordination of the day-care parent's organization. Monthly meetings with activities or guest speakers relating to child care.

9) Keeping the public informed of current programs and public meetings as a means of encouraging homes to become licensed.

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Child Care Advocate and Referral Service:

1) Providing information and referral services for families needing child care services. Publishing the "Preschool and Child Care Fact Sheet" which is a 10 page directory listing all child care programs in detail. This past year more than 1,000 have been distributed.

2) Coordinator in keeping communications open between child care and preschool programs. "Small Talk", a newsletter, is published concentrating on current issues and information for those working for or with children.

3) Providing information, assistance and support individuals in the community wishing to start new child care programs.

4) Keeping current on additional funding sources of Federal, State and private grants.

5) Working with community agencies in cooperation to better serve young families, i.e., adult education, Health Department, etc.

CLIENTS SERVED

All services except the Day-Care Home Project are open to anyone. The Day-Care Home Project is limited to those who wish to obtain or have obtained a day-care home license, as required by California law. The majority of the day-care home operators have a limited income. Some are providing child care in their homes because they have small children and prefer to be with their children or cannot afford child care for them. Some are providing child care because they are unable to find another job or are themselves untrained.

Of those seeking child care, the largest group of clients served are those who are single parents and student families. This group frequently falls into the category of "lower income". In general, one-third of our clients are low income. Active involvement is directed toward finding and developing child care for low income families.

CRITERIA FOR EVALUATION

An evaluation of the Day-Care Home Project is currently under survey to evaluate the effectiveness of the program, results will be available in October. We have every indication that the program is a success. The Day-Care Home Project has increased the number of day-care homes by 50% (from 30 day-care homes to 60) since the project has been in operation. Of clients looking for child care and preschool education, we had 124 requests in the month of August.

ORGANIZATION OF RECIPIENT

See attached organization chart.

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FEES CHARGED FOR CLIENT SERVICES

There are no fees charged for the services rendered through this program.

erred upon them new taxing authority. Upon, the aggregate amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local government, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (c)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1972.* In the case of the entitlement period beginning July 1, 1972, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.29 Adjustment for maximum and minimum per capita entitlement, 145-percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(b)(4) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20 percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

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EXHIBIT "B"

funds applies to Federal programs where Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from either Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however,* That the entitlement funds are not used to match other Federal funds: *And Provided further,* That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt,

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section,

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

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(2) *A recipient government.* In determining the site or location of facilities, it may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex, or have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act and of this section.

(3) *A recipient government* shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome past discriminatory practice or usage.

(4) *Notwithstanding anything* to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so found. The amount of entitlement funds that are forfeited by the recipient government shall be reflected in a downward adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is inequitable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decisions of the administrative law judges) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds, (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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RECEIVED

DEC 1 0

LAURENCE P. HENIGAN, CLK

By _____ Deputy

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

SUBJECT: Revenue Sharing Contract

COUNTY DEPARTMENT(S) INVOLVED: Board of Supervisors

CONTRACTOR(S): City of Davis

PURPOSE: To develop and promote child day care facilities

Micro Fiched

TERM OF CONTRACT: From date of execution of contract to June 30, 1976.

MONETARY PROVISIONS: $8,500 to be paid out of revenue sharing funds upon execution of the contract

COMMENTS:

This is a joint program administered by the City of Davis and funded by Yolo County, the University of California at Davis, and the City of Davis.

DATE: January 15, 1976

(12)

OFFICE OF THE COUNTY EXECUTIVE

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DATE: January 15, 1976

FILED

JAN 2 1975

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

Agreement No. 76-12

Woodland, California

January 19, 1975

T. H. Roth
Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 76-1 in the form of a Grant Deed, covering the following described property:

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A 20.00 foot wide strip of land being a portion of the Southeast Quarter of Section 2, Township 8 North, Range 1 East, M.D.B.&M., Yolo County, California, said strip of land being more fully described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of Section 2; thence North 00°13'08" East 30.00 feet along the West line of said Southeast Quarter to the North right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE South 89°50'38" East 2176.67 feet along said North right of way line to the West line of that certain parcel of land conveyed to the County of Yolo, by deed recorded April 25, 1975, Book 1143, Page 200, Yolo County Records; thence North 00°09'22" East 20.00 feet along said West line of the County of Yolo property; thence North 89°50'38" West 2176.65 feet along a line parallel with and 20.00 feet Northerly of the North right of way line of County Road No. 31 to the West line of said Southeast Quarter of Section 2; thence South 00°13'08" West 20.00 feet along said West line of the Southeast Quarter of Section 2 to the true point of beginning.

Containing 0.999 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the total sum of $3,600.00 to be allocated as follows:

1. $2200.00 for the property as conveyed by Grant Deed No. 76-1 (herein described within sixty (60) days after the date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

2. $1100 for the improvements located within the property as conveyed by Grant Deed No. 76-1.

Micro Fiched

3. $300.00 to excavate an irrigation ditch on Grantor's remaining property to replace the existing ditch located within the property conveyed by Grant Deed No. 76-1.

This transaction will be handled through an escrow number 70630 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31, Work Order No. 4263) and prior to completion, the County will:

1. Extend existing 24" diameter irrigation pipe located at Engineers Station 226 + 73 and construct a 24" diameter concrete standpipe at the North end of the extended pipe.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C. above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: January 19, 1976

Recommended for Approval
ORIGINAL SIGNED BY:
By Lloyd Roberts
1-23-96

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 76-13

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of January, 1976, by and between

TMT EARTHMOVING EQUIPMENT

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Covell Boulevard and Monarch Lane intersection improvement in Davis, California, and West Capitol Avenue Bike Path in West Sacramento, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Two locations - Southeastern Yolo County

(Plan Index No. 205.175-205.182) (WO # 4257 5253)

Approved December 5, 1975 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

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ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Clearing and Grubbing	Lump Sum	$3,525.00	$3,525.00
2.	Roadway Excavation	2870 C.Y.	1.58	4,534.60
3.	Imported Borrow	100 C.Y.	21.25	2,125.00
4.	Aggregate Subbase (Class 1)	3000 Ton	3.49	10,470.00
5.	Aggregate Base (Class 2)	2250 Ton	4.66	10,485.00
6.	Liquid Asphalt (SC-250)	6 Ton	470.83	2,824.98
7.	Aggregate (Type B Asphaltic Concrete)	1800 Ton	15.26	27,468.00
8.	Paving Asphalt (AR-4000)	105 Ton	62.14	6,524.70
9.	Reflectorized Traffic Markers	150 EA	13.33	1,999.50
		TOTAL----------		$69,956.78

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel)
2-5-76

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

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ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers, Deputy

BY _____
_____
_____
_____

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 292611.

Book

AGREEMENT NO. 76-14
AGREEMENT BETWEEN

YOLO COUNTY MENTAL HEALTH SERVICES

As Service Provider

and

Planning Council Area 4 Agency on Aging

FILED
FEB - 5 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rogers
Deputy

A. Name and principal address of Provider:
Yolo County Mental Health Services
213 West Beamer, Woodland, CA 95695 (916)666-8363

B. The attached descriptive and fiscal information is a firm proposal to conduct a service project for senior citizens. If approved, the project will be conducted in a manner consistent with the intent of the Older Americans Act, as amended (P.L. 93-29, 87 State. 36-45), the Regulations applicable to service programs under Title III of the Older Americans Act of 1965, effective September 4, 1973, and with the requirements of the implementing agreement between the Office of the U. S. Commissioner of Education and the California State Department of Education. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965 applies to this application.

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C. Maximum total funds available for this project:

$ 13,030.

D. Beginning date January 29, 1976 and ending date January 28, 1977 of this agreement.

E. No expenditures whatsoever, may be made after the following date: January 28, 1977.

F. Addresses of Project sites:

a. Broderick Mental Health Facilities
Address

b. _____
Address

c. _____
Address

G. Contractor's application number to the Area 4 Agency on Aging: #180 - Senior Citizen Day Care Center

H. Name of Insurance Carrier: L.E. Wraith and Associates, Inc. Liability Scarlett Insurance Agency- Fire and Theft

Description of policy: Liability, fire and theft

Limits of policy: $5,000,000 and $2,000,000

Effective dates of the policy: current

Name and address of the agent: Woodland, California

I. Name of Bonding Company: N/A (County Government Exempt)

Number of Bond: N/A Limits: N/A

Effective Dates: N/A

J. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

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a. Title III Funds will not be used to replace or supplement ongoing programs or personnel.

1. This is an Agreement between the Provider described above and the Community Services Planning Council, Inc., of Sacramento (hereinafter referred to as The Planning Council) which is located Upstairs at 1832 Tribute Road, Sacramento, California 95815.

The obligations of The Planning Council in this Agreement will be administered by one of its departments which is the Area 4 Agency on Aging. Therefore, in the interests of clarity The Planning Council in this Agreement will be referred to as the Area 4 Agency on Aging or A4AA.

2. Contractor shall manage service operations of the project at the sites stated on line F above. Other project sites may be added to or any of the project sites listed may be eliminated from this Agreement as agreed upon by the Service Provider and A4AA.

3. Service Provider shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

4. Service Provider shall comply with all Federal, State and local laws and regulations pertinent to his operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. Service Provider shall further comply with all laws applicable to wages and hours of employment and occupational safety. If capital assets are acquired with Federal Funds, then Service Provider agrees to comply with applicable Federal laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

5. Service Provider shall provide the services on such days, at such times, and at such sites as is set forth in the attached application.

6. The Service Provider shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. However, the Service Provider is obligated to promptly inform the A4AA in writing of the incident of any such adverse situation.

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7. The Service Provider agrees to indemnify, defend, and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occuring or resulting to any person, firm, or corporation, who may be injured or damaged by the Service Provider in the performance of this contract. The Service Provider shall provide necessary Workmen's Compensation Insurance at the Service Provider's own expense from funds provided by the A4AA under a subcontract.

8. The Service Provider and the agents and employees of the Service Provider in the performance of this agreement shall act in an independent capacity and not as officers, employees or agents of the State of California, or the A4AA.

9. The Area 4 Agency on Aging may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained, at the time and in the manner herein provided. In the event of such termination, the Area 4 Agency on Aging may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due the Service Provider this agreement, and the balance, if any, shall be paid to the Service Provider upon demand.

a. The Service Provider may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

b. This agreement is not assignable by the Service Provider either in whole or in part, without prior written authorization of the A4AA.

10. The Service Provider shall procure and maintain comprehensive bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

a. Procure and maintain a surity bond conditioned on the Service Provider's faithful performance of this agreement. County Exempt

b. Furnish the A4AA with certificates of insurance and of the bond to demonstrate that it has procured the required insurance and bond. Furthermore, the Service Provider shall provide the A4AA with any necessary permission needed by the insurance carrier and bonding company for the insurance carrier or bonding company to notify the A4AA directly that such insurance coverage or bond is cancelled or terminated or modified.

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11. All records of the Service Provider bearing upon service operations in any site shall be maintained at such project site or at the main local office, and shall be made available to the A4AA, the State Office on Aging, or any other governmental entity. All such records shall be kept on file for three (3) years after the end of the Federal fiscal year to which they pertain. The A4AA director or other representatives, the auditors of the U.S. Department of Health, Education and Welfare, and the State Office on Aging shall be granted access to such records upon request.

12. Service Provider agrees that within thirty (30) days after the end of the project year, the Service Provider will provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by the Service Provider's Chief Auditor. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of the A4AA, the State Office on Aging, and the U.S. Department of HEW, shall have the right to conduct on-site administrative reviews of the service operation.

13. The A4AA shall make such payments to the Contractor monthly in arrears on or before the 15th day of the month following the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in line C, page 1, of this agreement.

a. The Contractor shall place all money in a special account, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination or completion of the project.

14. The equipment purchased in this project will be used in future senior citizens projects and additional like equipment for future projects will not be required. New equipment for any subsequent Title III Older Americans programs will be purchased only if it cannot be secured from phased-out Title III programs, excess or surplus property.

a. The AAA or the State shall retain title to all equipment acquired, which is identified under the "equipment" portion of the budget. At completion of the project, the Contractor agrees to dispose of equipment in accordance with Federal and State procedures. If the equipment is to continue to be used to further the purpose of the Older Americans Act, title to the equipment may be relinquished to the Contractor upon approval by the AAA and the State, of a written request by the Contractor, to transfer ownership of the equipment to Contractor.

15. Time is of the essence for each and all of the provisions of this agreement, and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Micro Fiched

16. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between the two parties hereto, shall be binding on any of the parties hereto.

17. ALL conditions applicable to the master contract between the Area 4 Agency on Aging and the California Office on Aging under Contract No. 035-56, dated November 21, 1975, shall cover this contract.

FOR THE COMMUNITY SERVICES PLANNING COUNCIL, Inc.

1/24/76

date

FOR THE SERVICE PROVIDER

COUNTY OF YOLO

COUNTY OF YOLO, STATE OF CALIFORNIA

date Jan. 26, 1976

DIRECTOR, AREA 4 AGENCY ON AGING

date

Approved as to form
Dated 1-27-76
Deputy

Book

FILED
FEB 13 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 76-15

L E A S E

THIS LEASE made and entered into this 26th day of January 1976, by and between UNITED CHRISTIAN CENTER OF THE GREATER SACRAMENTO AREA, a corporation, hereinafter referred to as LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, by and on behalf of the YOUTH SERVICES BUREAU, hereinafter referred to as TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the Town of Broderick, County of Yolo, located at 110 Sixth Street, Broderick, California. Said offices being more particularly described as follows:

> The three offices on the west wing of the aforesaid building, two of which are adjacent and are located on the south side of the west wing, and one of which is directly across the hall of said west wing and located on the north side of said west wing, containing square footage of ten feet, seven inches by eleven feet, ten inches, nine feet, 11 inches by eleven feet, ten inches, and ten feet by eleven feet, ten inches, respectively.

2. TERM. The term of this Lease shall be from the date of execution hereof until June 30, 1976, hereinafter referred to as the original term.

3. RENT. The rent for said premises shall be the sum of SEVENTY-FIVE and NO/100 ($75.00) DOLLARS per office per month for a total of TWO HUNDRED TWENTY-FIVE and NO/100 ($225.00) per month, payable on the fifteenth day of each month.

4. USE. The premises shall be used and occupied for the purposes of housing the offices and facilities of TENANT, and for

conducting the business of TENANT, and for any other use reasonably related thereto.

5. USE OF OTHER FACILITIES.

A. LANDLORD hereby agrees that TENANT and TENANT's invitees shall have the use of the restroom facilities located in the aforesaid building.

B. LANDLORD agrees that TENANT and TENANT's invitees shall have reasonable use of the central reception area located in the aforesaid building.

Micro Fiched

C. LANDLORD agrees that TENANT and TENANT's invitees shall have reasonable use of conference rooms located in the aforesaid building, subject to prior permission of LANDLORD, granted upon request of TENANT.

6. OFFICE FURNISHINGS. LANDLORD agrees to furnish office furnishings, equipment, and fixtures sufficient to enable TENANT to conduct its business in said leased premises. Said office furnishings include four desks, four desk chairs, two file cabinets, four chairs, and three wastepaper baskets.

7. UTILITIES. LANDLORD agrees to pay all charges for electricity, gas, heat, air cooling, water and sewer, and waste removal, and janitorial service during the term of this Lease. TENANT agrees to pay a minimum of ONE HUNDRED FIVE and NO/100 ($105.00) DOLLARS per month for telephone charges to TENANT; LANDLORD agrees to pay all telephone charges which exceed ONE HUNDRED FIVE and NO/100 ($105.00) DOLLARS per month.

8. REPAIRS AND ALTERATIONS.

A. TENANT will, at his sole cost and expense, keep and maintain the said offices and every part thereof, except the roof and sidewalls, (which LANDLORD agrees to repair) but including glazing and the interior of the office, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of LANDLORD as

provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.

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B. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

9. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

10. INSURANCE. During the term of this Lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to form and insurer. The liability under such insurance shall not be less than $200,000.00 for any one person injured, or killed,

Micro Fiched

not less than $500,000.00 for any one accident, and not less than $50,000.00 for property damage. TENANT shall provide LANDLORD with certificates of all policies, including in each instance, an endorsement providing that such insurance shall not be cancelled, except after 10 days' notice to LANDLORD.

11. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this Lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or underletting, either by voluntary or involuntary act of TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this Lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

12. NOTICES. All notices to TENANT shall be mailed by registered or certified mail to YOUTH SERVICES BUREAU at

110 Sixth Street
Broderick, California 95605

LANDLORD:

UNITED CHRISTIAN CENTER, INC.
2620 - 21st Street
Sacramento California 95818

13. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease performable by TENANT shall be construed to be both a covenant and a condition.

14. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent

breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

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15. CONSTRUCTION. The marginal headings or title to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

16. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

17. OPTION.

A. LANDLORD hereby grants TENANT the option to renew this Lease for an additional term of one year from and after the expiration of the original term on the same terms and conditions as herein contained.

B. The option granted herein shall be exercised by delivery, no later than ninety (90) days prior to the expiration of the original term of this Lease to LANDLORD by TENANT of written notice of exercise of option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year hereinabove written.

FOR:

UNITED CHRISTIAN CENTER, INC.

BY _____
GEORGE H. TURNER, Executive Director

BY _____
Gwen Dunbar, , President

TENANT -

COUNTY OF YOLO, a political subdivision of the State of California

Micro Fiched

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Book

RECEIVED
FEB 12 1976
LAURENCE P. HERIGAN, Clerk
By ..... Deputy

FILED
FEB 12 1976
LAURENCE P. HERIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 76- 16

(Agreement for Janitorial Services at 201 and 213 West Beamer Street, Woodland)

THIS AGREEMENT made and entered into this 26th day of January, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY , and WILLIS JONES JANITORIAL SERVICE, 4 Carnegie Way, Woodland, California, 95695, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial servies at the indicated intervals to the entire interiors of the County of Yolo Mental Health Department buildings located at 201 and 213 West Beamer Street, Woodland, California, and the exterior areas adjacent to the buildings as noted, under the following terms and conditions:

A. Services shall include the following functions:

1. DAILY (Five days per week)

a. Dust mop all tiles floors with oiled dust mop.

b. Empty wastebaskets.

c. Empty ash trays and clean.

d. Dust office equipment and horizontal surfaces of desks, chairs, bookcases, filing cabinets, etc.

e. Clean sinks in kitchens.

f. Vacuum all carpeted areas.

g. Spot clean walls and carpets as required.

h. Replace burned out light bumbs. (Replacements furnished by County).

i. Clean, polish and disinfect wash basins, toilets and urinals in rest rooms.

j. Damp mop restroom floors.

k. Fill soap, towel, seat cover and toilet tissue dispensers. (Supplies furnished by COUNTY).

l. Wet mop all vinyl floors with disinfectant cleaner.

m. Remove accumulated trash to outside refuse container.

n. Sweep porches, steps and sidewalks to street as necessary.

2. WEEKLY SERVICE

a. High dust ceilings, moldings and light fixtures.

b. Vacuum fabric covered furniture.

c. Damp wipe vinyl furniture.

Micro Fiched

d. Damp wipe wastbaskets, if necessary.

e. Dust vertical surfaces of desks, cabinets, chairs, etc.

3. MONTHLY SERVICE

a. Wax Vinyl floors.

4. SEMI-ANNUALLY SERVICE

a. Wash all windows (inside and out) and wash window screens.

5. ANNUAL SERVICE

a. Steam clean all carpets thoroughly.

6. At All Times maintain custodial storgate room in a neat and orderly condition.

B. The period of the contract shall be from January 1, 1976 through September 30, 1976, and shall be subject to automatic renewal for an additional twelve-month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the 30-day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed five days each week, Monday through Friday, except for weekday official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "notice of Inadequate Performance", specifying a 30-day warning period for attaining the desired cleanliness. If cleanliness standards are not achieved within the 30-day period, the contract may be revoked by 15 days' written notice to CONTRACTOR.

Micro Fiched

E. The detailed services specified above are not to be construed as all-inclusive. Additional minimal spot cleaning may be mandatory to maintain the desired cleanliness.

F. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, telephone 666-8208, that such services are to be accomplished. The supervisor or cleaning crew, when appropriate, shall report on unusual situations or occurrences -- unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc., to the Department Head stated above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb papers on desks, in cabinets or in drawers and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks, except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

K. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being

worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of FOUR HUNDRED TWENTY-FIVE ($425) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties, and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

Micro Fiched

B. The term of this agreement shall begin on January 1, 1976 and shall continue until September 30, 1976, unless sooner terminated by COUNTY for inadequate performance in the manner hereinafter set forth.

C. CONTRACTOR agrees to pay and save COUNTY harmless from and to defend COUNTY against any and all claims arising from any act, omission, or negligence of CONTRACTOR, or its contractors, licensees, agents, servants or employees.

D. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring CONTRACTOR and COUNTY against liability for injury for persons and property and for death of persons arising from any acts or injury or damage arising from any act, omission, or negligence of CONTRACTOR or its subcontractors, licensees, agents, servants, or employees. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide

COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days' notice to COUNTY.

E. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

F. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

Micro Fiched

4. THIS AGREEMENT supersedes Agreement No. 75-299, made between COUNTY and NU-LIFE & CLAYTON'S, whose janitorial service company has been purchased by CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

WILLIS JONES JANITORIAL SERVICE

BY _____
Willis Jones, Jr.

Book

AGREEMENT NO. 76-17 Barbara Rodgers

(Agreement for Janitorial Services for 129 W. Main Street, Woodland, CA.)

THIS AGREEMENT made and entered into this 26th day of January, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interiors of the County of Yolo Maternal and Child Health facility located at 129 West Main Street, Woodland, California, and the concrete area immediately adjacent to the front entrance door, as noted, under the following terms and conditions:

A. Services shall include the following functions:

1. DAILY (Two days per week)

a. Empty ash trays and clean.

b. Empty wastebaskets.

c. Dust office equipment and horizontal surfaces of desks, chairs, bookcases, filing cabinets, etc.

d. Vacuum all carpeted areas.

e. Spot clean walls and carpets as required.

f. Clean, polish and disinfect wash basins, toilets, etc., in rest rooms.

g. Damp mot restroom floors.

h. Remove accumulated trash.

i. Sweep concrete area adjacent to from entrance door.

---

2. MONTHLY

a. High dust ceilings, moldings and light fixtures.

b. Vacuum fabric covered furniture.

c. Damp wipe vinyl furniture.

d. Damp wipe wastebaskets, if necessary.

e. Wash all windows inside and out.

3. ANNUALLY

Micro Fiched

a. Steam clean all carpets.

B. The period of the contract shall be from November 14, 1975, through June 30, 1976, and shall be subject to automatic renewal for a twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a thirty (30) day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the thirty (30) day period, the contract may be revoked upon fifteen (15) day written notification to CONTRACTOR.

D. Unusual occurences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. - will be reported to the Department Head, County Buildings and Grounds, phone 666-8208.

E. CONTRACTOR employees shall not use telephones, disburb papers on desks, in cabinets, or in drawers, and shall not tamper with personal property.

F. CONTRACTOR shall provide all equipment and supplies nec-

essary to accomplish the custodial tasks.

G. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

2. In consideration of the covenants of CONTRACTOR herein, C OUNTY hereby agrees to pay the sum of SIXTY-EIGHT ($68.00) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

A. In the performance of thw work, duties, and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall begin on November 14, 1975 and shall continue until June 30, 1976, unless sooner terminated by COUNTY for inadequate performance in the manner hereinafter set forth.

C. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

D. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property

and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured or killed and not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

E. CONTRACTOR shall maintain adequate Workman's Compensation insurance sufficient for the protection of himself and his employees.

Micro Fiched

F. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

G. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

RELIABLE MAINTENANCE

BY _____
Otto H. Sprink

FILED
JAN 2 6 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Agreement No. 76-18

State of California

OFFICE OF EMERGENCY SERVICES

AGREEMENT FOR PURCHASE AND USE OF RESCUE APPARATUS

THIS AGREEMENT entered into this 13th day of January, 1976, by and between the STATE OF CALIFORNIA, acting by and through its duly appointed, qualified, and acting Director of the Office of Emergency Services, hereinafter called "STATE," and the County of Yolo, acting by and through its duly appointed, qualified, and acting officers, hereinafter called "PURCHASER."

W I T N E S S E T H :

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. In consideration of $1.00, and of the covenants hereinafter made by the PURCHASER, the STATE hereby transfers to PURCHASER title to and possession of the rescue truck and equipment listed on the attached EXHIBIT "A," which is by this reference made a part hereof.

Micro Fiched

2. PURCHASER hereby accepts such title and possession, and in consideration thereof agrees to perform all of the obligations on its part set forth in this agreement for a period of one (1) year, commencing on January 19th, 1976 and ending January 19th, 1977, hereinafter referred to as "the term" of this agreement.

3. Under the terms of this agreement, the PURCHASER agrees to:

a. Make the truck and equipment available at all times in operable condition for civil defense and disaster use in conjunction with local mutual aid programs;

b. Make no modifications to the truck and/or equipment which will decrease the value of usefulness for civil defense use. Any modifications shall be at the sole expense of PURCHASER.

c. House the truck in such a manner that the truck and equipment will be reasonably protected from sabotage, theft, or malicious damage; and

d. Repair or replace any of said equipment consumed, lost, stolen, damaged or destroyed during all operations.

e. The STATE shall not be responsible for any damages occurring from the use of apparatus and equipment and the PURCHASER shall provide the necessary insurance to cover vehicle, liability, and personnel operating the equipment.

4. The STATE may, at its sole discretion and for such good cause as it determines, waive, in writing, any requirement of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement the date first above mentioned.

YOLO COUNTY

By _____

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

By _____

(Title)

STATE OF CALIFORNIA

Director, Office of Emergency Services

By _____

Fire and Rescue Division

(Title)

Micro Fiched

STATE OF CALIFORNIA

OFFICE OF EMERGENCY SERVICES

EXHIBIT "A" - EQUIPMENT INVENTORY

TRUCK NUMBER: [illegible] LICENSE NUMBER: [illegible] SERIAL NUMBER: [illegible] MOTOR NUMBER: [illegible]

LEFT FRONT COMPARTMENT

6 - Bucket, 14 qt.
8 - Debris Container
2 - Extension Cord, 50' length
16 - Heavy Debris Gloves
[illegible]
1 - Stirrup Pump
1 - Chain Saw

LEFT CENTER COMPARTMENT

2 - Axe, Single Bit, 4#
2 - Axe, Fire
48 - Burlap Bag
1 - Pinch Bar, Offset
2 - Wrecking Bar
1 - Asbestos Blanket w/container
1 - Sledge Hammer, 4#
2 - Sledge Hammer, 8#
1 - Sledge Hammer, 16#
1 - Cutting Outfit w/2 spare oxy., 1 spare acet. tanks
8 - Metal Stakes, 30"
1 - Tarpaulin, 8' x 12'

Micro Fiched

LEFT REAR PALLET

1 - Cold Chisel, 8"
1 - Cold Chisel, 12"
1 - Cold Chisel, 18"
1 - Bolt Clippers, 36"
1 - Pipe Cutter
1 - Hacksaw w/10 blades
2 - Claw Hammer
4 - Pliers, 8"
1 - Pliers, 10", Electric
1 - Screwdriver, 8½"
1 - Tinners Shears, 12"
2 - Pipe Wrench, 24"
1 - Crescent Wrench, 12"

LEFT REAR COMPARTMENT

2 - Jack, Ratchet, 5-ton
1 - Jack, Ratchet, 15-ton
2 - Jack, Screw, 5-ton
2 - Pick, Chisel, 6#
2 - Pick, Mining, 5#
2 - Shovel, Round
2 - Shovel, D-handle
2 - Shovel, Short D-handle

RIGHT FRONT COMPARTMENT

[illegible]
1 - Safety Can, 1 gal.
1 - Safety Can, 5 gal.
4 - Flashing Lights (Red)
3 - Flood Lights
1 - Power Unit, 2½ KW w/ex. spark plug

RIGHT CENTER COMPARTMENT

2 - Webbing Bands, 2 per set
4 - Blanket
5 - Extension Cord, 100'
1 - Safety Harness w/rope
8 - First Aid Kit, Belt Type
[illegible]
8 - Rubber Sheet, 45" x 84"

R I G H T R E A R P A L L E T

2 - Bit, 1" Auger
1 - Brace, 12"
1 - Wood Chisel, 1"
1 - Wood Chisel, 3/4"
24 - Crayon
2 - Claw Hammer, 16 oz.
2 - Hatchet
1 - Ruler, 6'
1 - Hand Saw, 26"
1 - Floor Saw, 18"
1 - Pruning Saw, 18"
1 - Tape, 50'

R I G H T R E A R C O M P A R T M E N T

1 - Sash Cord, 100'
1 - Sash Cord, 20'
2 - Crowbar, Flat End, 72"
2 - Crowbar, Pinch, 66"
1 - Chain Hoist, 1½ ton
8 - Rope, ½" x 40'
1 - Rope, 3/4" x 200'
1 - Rope, 3/4" x 300'
6 - Wire Rope, ¼" x 15'
2 - Wire Rope, 3/8" x 10'
2 - Wire Rope, 5/8" x 50'
1 - Crosscut Saw, 4½'
1 - Tackle Block, 2 shv.
1 - Tackle Block, 3 shv.
2 - Tackle Block, Single shv.
2 - Chain, 6', 1500#
1 - Chain, 6', 5000#
1 - Hydraulic Rescue Kit w/access

Micro Fiched

R O O F - O U T S I D E

1 - Ladder, Roof, 12'
1 - Ladder, Extension, 24'
1 - Ladder, Folding, 10'
2 - Iron Shod Lever, 10'
1 - Pike Pole, 8'
1 - Stokes Litter

I N S I D E B O D Y

10 - Paper Blanket
8 - Canteen
8 - Coveralls
8 - Goggles
1 - Drinking Fountain
1 - Gasoline Stove
8 - Helmet (New Type)
1 - First Aid Kit - 32 unit
8 - Safety Light
1 - Phone Set, 400' Wire
4 - Litter
3 - Navy Light
1 - Radio Kit
1 - Extension Boom "A" Frame
1 - Log Book
1 - Fire Extinguisher - 5#, Dry Chem.
1 - Redi-Splint Kit

Remarks: _____

Accepted By: _____ Title: _____

DAVID L. BARTON

Department: _____ Date: 1-26-76

CHAIRMAN BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Equipment to be removed:

1 Hein-Werner 10-Ton Industrial Jackit
Model C-12 complete with attachments

2 Breathing Apparatus - MSA - Self
Contained includes 30-minute tank, full
vision face piece and carrying case

1 Partner K-12 Rescue Saw, complete with
12" Carbide Blade
12" Steel Cutting Abrasive Wheel
12" Concrete Abrasive Wheel

Micro Fiched

2 Wire Rope 5/8" X 50'

1 Power Saw w/extra blades: 2 comb.,
2 carb., 2 nail ctg.

STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES
2800 Meadowview Road, Sacramento, California

EQUIPMENT ASSIGNMENT

(Assigned) (Loaned) TO:
(Press Hard When Writing)
COUNTY OF YOLO

Post Office Box 275
Woodland, Ca. 95695

Date Loaned January 10, 1970
Return Date Indefinite Loan
Purpose of Loan

Micro Fiched

NOTE: TO ALL USERS OF OFFICE OF EMERGENCY SERVICES EQUIPMENT

Please compare the OES number and/or serial number tag on each piece of equipment with the OES number and/or serial on your receipt. If the equipment is transferred from your department to another department, obtain a signed receipt listing all OES numbers and mail a copy to the OFFICE OF EMERGENCY SERVICES. If equipment is sent in for repair or shipped back to the Office of Emergency Services, send a receipt listing all property and this office will return it after verification. The foregoing is for better control of equipment in order that we may pinpoint its locality in case of immediate need.

ITEM	OES NO.	SERIAL NO.	DATE RETURNED
1-Hein-Werner 10-Ton Industrial JacKit	30845		
Model C-12 complete with attachments			
2-Breathing Apparatus - MSA- Self contained	30807		
includes 30-minute tank, full vision face piece	30808		
and carrying case			
1-Partner K-12 Rescue Saw, complete	30386		
12" Carbide Blade			
12" Steel Cutting Abrasive Wheel			
12" Concrete Abrasive Wheel			
Field Service Kit Only			
2-Wire Rope 5/8" X 50'			
1-Power Saw w/extra blades: 2 nail ctg., 2 comb., 2 carb.,			

YOLO COUNTY AGREEMENT NO. 76-19

FILED
FEB 13 1976
LAURENCE F. KENGAN, Clerk
By Barbara A. Rodgers
Deputy

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 1976, by and between

ComCenter Corporation

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Furnish and install a multiline, 2-position Radio Dispatch Console in the Yolo County Sheriff's Office in Woodland, CA.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Radio Dispatch Console

(Plan Index No. NA) (WO #160,06-6)

Approved 12-8-75 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 135 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Radio Console	L.S.	$44,728.82	$44,728.82

Micro Fiched

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel)

COUNTY OF YOLO

BY _____
Chairman of the board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy
2-13-76

BY _____ Sr VP
Com Sales / Com Center Corp
6747 Valjean Ave
Van Nuys, Calif

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 306211.

Micro Fiched

Agreement No. 76-20

Woodland, California,

November 24, 1976

THOMAS EDWARD BEARDSLEY

GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 76-2 in the form of a Grant Deed, covering the following described property:

Micro Fiched

A parcel of land being a portion of the Southeast Quarter of Section 3, Township 8 North, Range 1 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter of Section 3; thence North 89°59'38" West 16.00 feet along the South line of said Southeast Quarter of Section 3; thence North 00°27'46" East 30.00 feet to the intersection of the West right of way line of County Road No. 96 with the North right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE North 89°59'38" West 484.24 feet along said North right of way line of County Road No. 31; thence North 00°00'22" East 20.00 feet; thence South 89°59'38" East 454.64 feet along a line parallel with 20.00 feet Northerly of the North right of way line of County Road No. 31 to a tangent curve; thence along said curve concave to the Northwest, with a radius of 30.00 feet; thru a central angle of 89°32'36", an arc length of 46.88 feet, with a chord bearing North 45°14'04" East 42.26 feet to the West right of way line of County Road No. 96; thence South 00°27'46" West 49.76 feet along said West line to the true point of beginning.

Containing 0.227 acres.

XEROX COPY

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on

account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $500.00 for the property as conveyed by Grant Deed No. 76-3 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

This transaction will be handled through an escrow number 70632 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

x Thomas Edward Reardon

GRANTOR

Dated: January 26, 1976

Recommended for Approval

By Lloyd H. Rolandson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 2-3-76
Deputy

Agreement No. 76-21

Woodland, California

January 26, 1976

RUBY A. OESTE
Grantor

FILED
FEB - 3 1976
LAURENCE P. HENIGAN, Clerk
By Bertha Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 76-3 in the form of a Grant Deed, covering the following described property:

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A Parcel of land being a portion of the Southwest Quarter of Section 2, Township 8 North, Range 1 East, M.D.B.&M., Yolo County, California, said parcel of land being more fully described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of Section 2; thence South 89°50'38" East 16.00 feet along the South line of said Southwest Quarter of Section 2; thence North 00°27'46" East 30.00 feet to the intersection of the East right of way line of County Road No. 96 with the North right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE South 89°50'38" East 2641.76 feet along the North right of way line of County Road No. 31 to the East line of the Southwest Quarter of said Section 2; thence North 00°13'08" East 20.00 feet; thence North 89°50'38" West, 2611.52 feet along a line parallel with and 20.00 feet Northerly of the North right of way line of County Road No. 31 to a tangent curve; thence along said curve, concave to the Northeast, with a radius of 30.00 feet, through a central angle of 90°18'24", an arc length of 47.28 feet, with a chord bearing North 44°41'14" West 42.54 feet to a point of cusp with the East right of way line of County Road No. 96; thence South 00°27'46" West 50.16 feet along said East right of way line of County Road No. 96 to the true point of beginning.

Containing 1.217 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

XEROX COPY

II. The County shall:

A. Pay the undersigned grantor the total sum of $2,777.40 to be allocated as follows:

1. $2,677.40 for the property as conveyed by Grant Deed No. 76-3 (herein described within sixty (60) days after the date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

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2. $1,100 for the improvements located within the property as conveyed by Grant Deed No. 76-3 .

This transaction will be handled through an escrow number 70631 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31, Work Order No. 4263) and prior to completion, the County will:

1. Extend existing 18" diameter irrigation pipe location at Engineers State 200 + 35 and construct a 24" diameter concrete standpipe at the North end of the extended pipe.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C. above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 1/14/76 Ruby A. Oesta

Recommended for Approval

By Lloyd H. Roberts

II. The County shall:

A. Pay the undersigned grantor the total sum of $3,777.40 to be allocated as follows:

1. $2,677.40 for the property as conveyed by Grant Deed No. 76-3 (herein described within sixty (60) days after the date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

2. $1,100 for the improvements located within the property as conveyed by Grant Deed No. 76-3.

This transaction will be handled through an escrow number 70631 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31, Work Order No. 4263) and prior to completion, the County will:

1. Extend existing 18" diameter irrigation pipe location at Engineers State 200 + 35 and construct a 24" diameter concrete standpipe at the North end of the extended pipe.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 1/14/76 Ruby A Deets

Recommended for Approval

By Legal Dept

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 2-3-76
County Counsel of Yolo County
Deputy